

LENOX MILL

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

OR1485PC1764

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and published this 22nd day of March, 1991, by MAHAN SQUARE PARTNERSHIP, A Florida general partnership, having as an address in Leon County, Florida, 5028 Tennessee Capital Boulevard, Tallahassee, Florida 32303 (hereinafter referred to as "Declarant");

WITNESSETH:

THAT, WHEREAS the Declarant is the owner of a parcel of real property situated, lying and being in Leon County, Florida, and being described on Exhibit "A" attached hereto also to be known as LENOX MILL, a subdivision as per map or plat thereof to be recorded in the plat book records of the Public Records of Leon County, Florida;

WHEREAS, it is to the interest, benefit, and advantage of the Declarant and to each and every owner who shall hereafter purchase any lot in said subdivision that certain protective covenants and restrictions governing and regulating the use and occupancy of the same shall be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in said subdivision, said Declarant does hereby set up, establish, promulgate, and declare the following covenants, restrictions, obligations, and conditions to apply to all of said lots and to all persons owning said lots, or any of them, thereafter; these protective covenants and restrictions shall become effective immediately, and shall run with the land and shall be binding upon the Declarant, the Declarant's successors, personal representatives, heirs, assigns, grantees and transferees deraining title from and through Declarant.

ARTICLE ONE

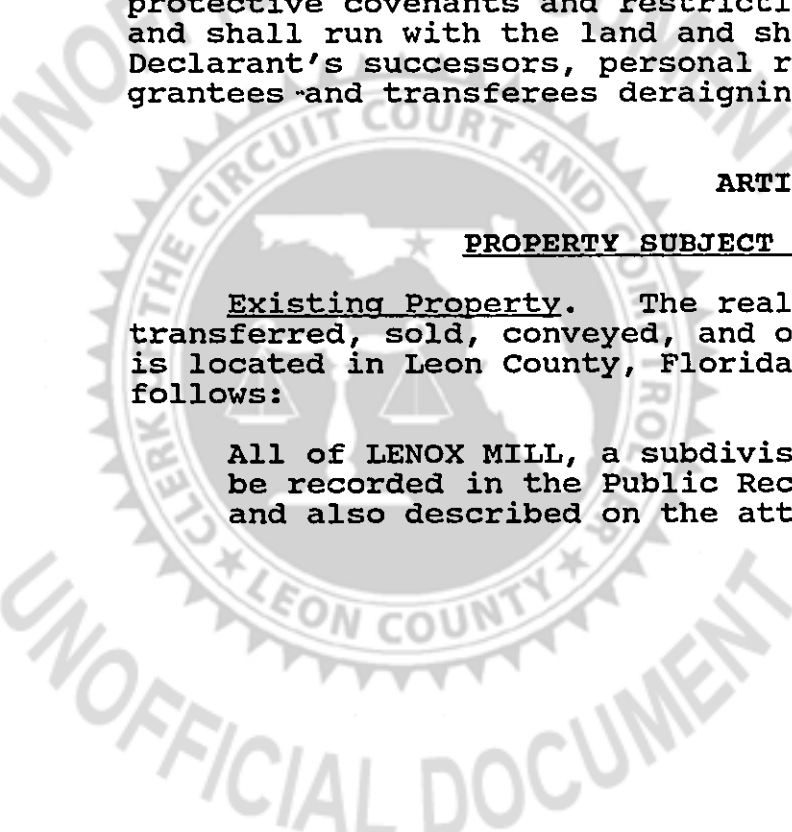
PROPERTY SUBJECT TO THIS DECLARATION

Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in Leon County, Florida, and is more particularly described as follows:

All of LENOX MILL, a subdivision as per map or plat to be recorded in the Public Records of Leon County, Florida and also described on the attached Exhibit "A".

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY
MAR 27 1 02 PM '91
FRED J. WATTSFIELD
CLERK OF CIRCUIT COURT

1059187



ARTICLE TWO

DEFINITIONS

OR1485PC1765

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

Section 2.1 - Assessment shall mean that sum of money initially set forth herein or hereinafter determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular or special basis as set forth in these covenants, the Bylaws, and the rules and regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

Section 2.2 - Association shall mean and refer to LENOX MILL PROPERTY OWNERS ASSOCIATION, INC., a nonprofit association and its successors and assigns, which Association shall be formed for the maintenance and management of property owned by the Association, and which shall have such other rights, duties and obligations as may be set forth in this Declaration or in such Association's articles of incorporation and Bylaws.

Section 2.3 - Association Lands shall mean the lands remaining as part of the properties after deleting therefrom the legal description for each and every individual lot, road or street right-of-ways, utility easements and sidewalks, and which are hereinafter acquired by the Association from Declarant or others.

Section 2.4 - Common Expense shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the Association's Articles of Incorporation, its Bylaws and its rules and regulations.

Section 2.5 - Common Surplus shall mean the excess of all receipts of the Association, including, but not limited to, the assessments, rents, profits and revenues over the amount of common expenses.

Section 2.6 - Common Area shall mean that area of the recorded plat designated as STORMWATER MANAGEMENT AREA LANDSCAPE BUFFER.

Section 2.7 - Declarant shall mean and refer to MAHAN SQUARE PARTNERSHIP, a Florida general partnership, the owner of the property known as LENOX MILL Subdivision, trading and doing business as LENOX MILL and including its designated agents and/or attorneys-in-fact.

Section 2.8 - Living Unit or Dwelling shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

Section 2.9 - Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, and identified by lot and block description. It shall also include any lot sold by metes and bounds description before the plat is recorded. It is understood that any lot conveyed prior to the recording of the plat shall be subordinant to the plat when it is recorded and the grantee of such lot shall be deemed to have joined in the dedication of the plat as if it had been signed by him/her/them.

Section 2.10 - Living Area shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, attics or storage areas.

Section 2.11 - Owner shall mean and refer to the record owner according to the Public Records of Leon County, Florida, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.12 - The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.

ARTICLE THREE

ACCESS TO LANDS OUTSIDE LENOX MILL: OTHER PROPERTIES SUBJECT TO THIS DECLARATION

Section 3.1 Access to lands outside LENOX MILL - Except for the Declarant and the owner of Lot 42, Block A no owner of a lot in The Properties shall permit or otherwise authorize any portion of any lot owned by such owner to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas of property not included within The Properties.

The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of LENOX MILL and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any home owner other than the Declarant or the owner of Lot 42, Block A. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant in its sole discretion determines necessary, appropriate or desirable.

Section 3.2 Other properties subject to this Declaration - Declarant expressly reserves the right to permit the owner of any property adjacent to LENOX MILL to make such property subject to the covenants and restrictions set forth herein as those such lands were originally part of this Declaration and owned by the Declarant, including without limitation the further right to permit the Owners of lots thereupon to become members of the Association.



UNOFFICIAL DOCUMENT

ARTICLE FOUR

OR1485PC1767

SUBDIVISION OF LOTS PROHIBITED

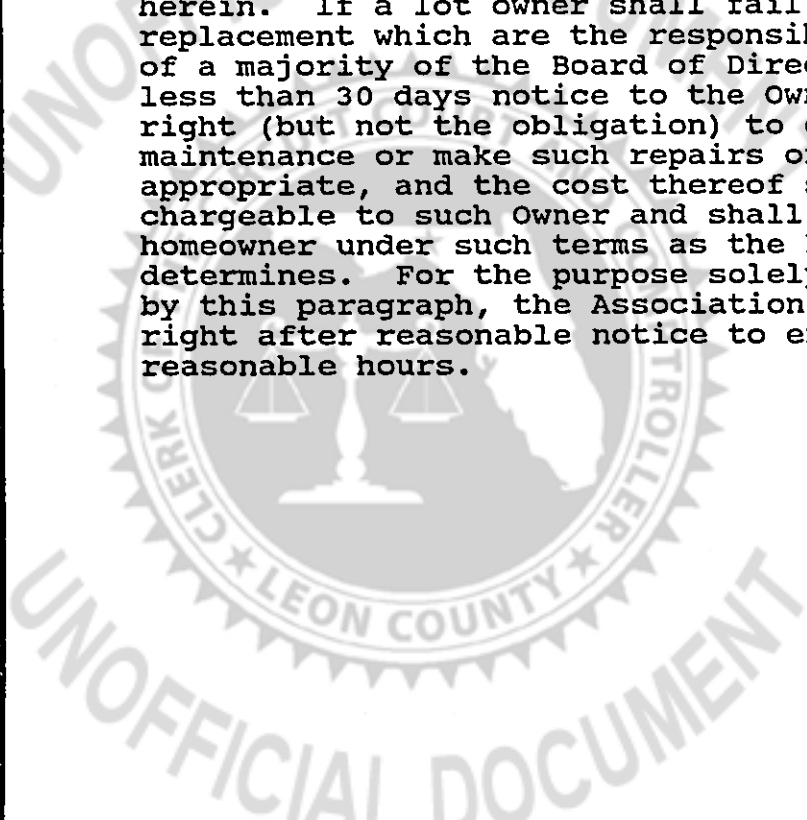
Section 4.1 Subdivision of Lots - No individual lot as hereinabove defined may be divided or subdivided into a smaller lot than that shown on the recorded plat for LENOX MILL. However, two or more lots or a portion of a lot and an adjacent full lot may be added together and considered one lot for building and setback purposes only. No action or suit at law or in equity may be brought to partition any individual lots.

Section 4.2 Partition of Association Lands - No action or suit at law or in equity may be brought to partition any common lands or land owned or to be owned by the Association.

ARTICLE FIVE

MAINTENANCE OF LOTS
EXTERIORS OF HOMES AND ASSOCIATION PROPERTY

Section 5.1 Owner Maintenance - Each Owner shall maintain any dwelling and accessory structures and all improvements thereon constructed upon an individual lot in a good state of repair and in an aesthetically pleasing manner consistent with the character and setting of the property as developed. The owner of each lot shall maintain landscaping including trees, shrubs and grass within the boundaries of his lot. Without limitation, each Owner shall specifically maintain in safe condition and a proper state of repair and maintenance the roof, windows, painting and staining of exterior walls and trim, steps, porches and any permitted out buildings, yards and driveways. The Association may, by rules duly adopted, reasonably regulate the use of all Association lands and property; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. If a lot owner shall fail to maintain or make repairs or replacement which are the responsibility of such Owner, then, upon a vote of a majority of the Board of Directors of the Association and after not less than 30 days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such Owner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely performing the maintenance authorized by this paragraph, the Association's agents or employees shall have the right after reasonable notice to enter upon any such lot during reasonable hours.



ARTICLE SIX

USE AS PRIVATE SINGLE-FAMILY RESIDENCES: LEASING

No dwelling, home or living unit constructed on any individual lot shall be occupied and used except for single-family residential purposes by the individual lot owner. This provision is specifically intended and designed to prevent or prohibit the use of homes or dwelling units constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such homes for an extended period of time so long as the owner of the individual lot is also currently living therein. Nothing contained in this provision shall be deemed to prohibit, however, the lease of any dwelling provided for herein provided any such lease shall be in writing and shall be for a term not less than six (6) months; and provided further, however, that any such tenant shall comply with all of the terms of this Declaration, the Association By-Laws and the rules and regulations promulgated by the Association. Nothing herein contained shall be deemed to prohibit a person having a contractual obligation to purchase a dwelling unit from taking occupancy of such dwelling unit under a lease arrangement prior to the closing thereof even though the lease arrangement may be for a period of less than six (6) months. The provisions of this paragraph shall not apply to Lot 42 Block A if it is used as a roadway according to the Warranty Deed and restrictions reflect in the initial conveyance of it.

ARTICLE SEVEN

NUISANCES: LAWFUL USE

Section 7.1 Nuisances - No noxious or offensive activity shall be carried on, in, upon, or around any home or on any Association lands nor shall anything be done on individual lots or Association lands which may become an annoyance or a nuisance to the remaining homeowners or any of them or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner or which shall in any way increase the rate of insurance for the property.

Section 7.2 Lawful Use Only - All lots shall be used in a manner consistent with all city and county ordinances, state and federal laws. No unlawful use shall be made of any lot or of the Associations' lands and property.

ARTICLE EIGHT

TEMPORARY STRUCTURES: ACCESSORY STRUCTURES

Section 8.1 Temporary Structures - No structure of a temporary character, including but not limited to the following: construction or storage, trailer, mobile home, tent or shack shall be used, placed or erected upon any individual lot, either temporarily or permanently, nor upon any lands owned by the Association; provided, however, that the Declarant or Owners may maintain temporary offices or storage facilities for construction or remodeling of a dwelling or improvements upon a lot or for construction or maintenance of subdivision improvements subject to rules and regulations promulgated by then Association or the Declarant.

Section 8.2 Accessory Structures - Accessory structures of a permanent nature such as storage buildings, tool room, work shop, swimming pools, pool house, cabanas and the like shall be permitted only if harmonious with the dwelling on the lot, and provided that plans and specifications for any accessory structure shall be submitted to and approved by the Architectural Control Committee. No above-ground swimming pools shall be allowed. Mechanical equipment for the operation of swimming pools, hot tubs and the like shall be concealed from view by passers-by and neighboring lots.

ARTICLE NINE

SIGNS

No signs or billboards of any kind shall be placed, erected, or constructed upon any individual lot or Association lands and displayed to public view except one sign of customary and reasonable dimensions (not to exceed six (6) square feet) advising or advertising that the individual lot and the home thereon is for sale. Notwithstanding the above, the Declarant or its agents may erect and maintain during construction of the property and thereafter such signs to advertise the property, home or individual lot for sale. This provision shall not prohibit the Association from erecting directional or informational signs on the property, or a subdivision sign at the entrance to the subdivision on Thomasville Road.

ARTICLE TEN

GARBAGE DISPOSAL

All rubbish, trash and garbage shall be regularly placed in garbage cans or containers specifically intended for such use and such cans or containers and the area where regularly placed shall be kept in a clean and sanitary condition by the Owner. Garbage receptacles shall be kept at the rear of each dwelling unit and behind an approved enclosure at all times except when required to be at street side for collection purposes. After collection, trash receptacles shall be removed to the designated enclosure at the rear of the dwelling unit promptly. All garbage containers and enclosures shall be maintained by the individual Owner. It shall be the responsibility of each Owner to provide for his own garbage collection.

ARTICLE ELEVEN

RADIO AND TELEVISION ANTENNAS: UTILITY CONNECTIONS

Section 11.1 Radio and Television Antennas - No alteration to or modification of any radio, television or cable system erected by Declarant or any cable system vendor on the individual lots or on Association lands shall be permitted, nor shall an individual lot owner construct, use or operate any external radio, television antenna, satellite dish or other such apparatus. Nothing herein contained shall be deemed to prohibit radio and television antenna systems erected or constructed wholly within a dwelling.

Section 11.2 Utility Connection - All connections to dwelling for utilities, including but not limited to water, sewerage, electricity, telephone and cable television shall be run underground from the proper connecting points to the dwelling in such manner as to be acceptable to the authority furnishing such service.

ARTICLE TWELVE

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other small household pets, provided they are not kept, bred or maintained for any commercial purpose; and provided further that they shall not be allowed to wander or roam freely about the neighborhood. The Association may adopt rules or regulations limiting the number of dogs or cats to be maintained by any Owner and further requiring that dogs or cats be leashed or be under the direct control of its owner when it is on any property other than upon its owner's lot.

ARTICLE THIRTEEN

BOATS, TRAILERS AND RECREATIONAL VEHICLES

No boat, trailer, recreational vehicle, inoperable motor vehicle or the like may be parked or stored on any street in the subdivision. Any boat, trailer, recreational vehicle or the like shall not be parked or stored on any lot except in an approved garage structure in a manner to minimize the visibility of such items to neighbors and passers by.

ARTICLE FOURTEEN

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted within the Properties, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE FIFTEEN

MINIMUM DWELLING SIZE, SETBACKS AND GARAGES

Section 15.1 Dwelling Size - No building shall be permitted to be constructed on any lot except a detached single-family residence nor more than two and one-half (2 1/2) stories in height and containing in the main structure not less than 1,800 square feet of living area, exclusive of one story porches, garages and patios. In the event a dwelling shall contain more than one story, the ground floor must contain not less than 1,200 square feet of living area and at least 600 square feet on the second floor of living area.

Section 15.2 SetBacks - (a) No building on any lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines established by the City of Tallahassee or as specified on the recorded plat. In any event, no building shall be located on any site nearer than 35 feet to the front property line, or as otherwise specified by the Architectural Control Committee.

(b) No driveway shall be located nearer than five (5) feet to an interior property line except that portion thereof constituting a back up or turnaround pad or area, which may be located as near as one (1) foot to such interior property line.

(c) For the purposes of this Section 15.2, eaves, steps and open porches shall not be considered as part of a dwelling, providing, however, that this shall not be construed to permit any portion of a building or other improvement on a lot to encroach upon any other lot nor shall this provision be construed to permit to construction of eaves, steps and open porches any closer than two (2) feet to any adjacent property line.

Section 15.3 Garages - No garage or structure accommodating motor vehicles, boats, trailers or storage shall have an entrance facing any street. All garage entrances shall face either a side lot line or the rear lot line and shall have a garage door. Each garage shall be screened on all sides visible from the street running in front of the dwelling. Garage doors shall remain closed except when being used. Special exceptions for front entrance garages may be granted by the Architectural Control Committee.

ARTICLE SIXTEEN

ARCHITECTURAL CONTROL

Section 16.1 Approval by Architectural Control Committee - Prior to construction of any improvements on a lot, the Owner shall submit professionally prepared plans and specifications for the proposed construction to the Architectural Control Committee, in duplicate, for approval, together with a site plan which shall show by location and type all trees having a diameter greater than eight (8) inches, and indicating thereon trees scheduled for removal. The plans shall include full landscaping details of the lot.

Section 16.2 Completion of Construction - The improvements to such lot, including landscaping shall be completed in a good and workmanlike fashion within eight (8) months after the commencement of construction unless such completion shall be rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities.

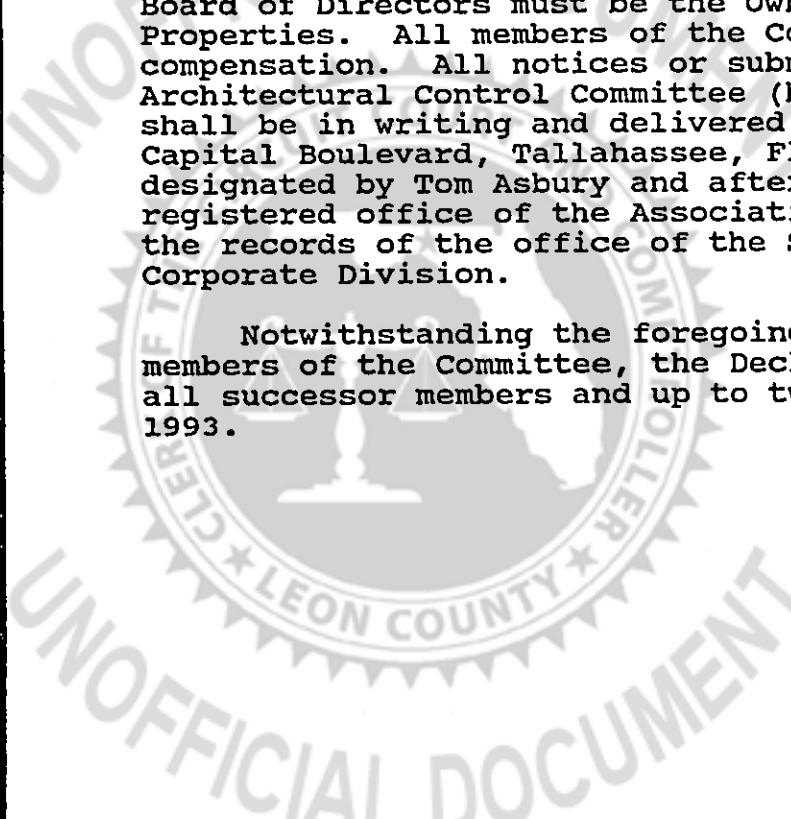
Section 16.3 Criteria for Approval, etc. - Any plan submitted to the Architectural Control Committee for approval involving the construction or any improvement to a lot shall, in addition to requirements set forth elsewhere in this Declaration, contain appropriate elevations showing the physical appearance of the proposed structure.

The Architectural Control Committee shall have the absolute right to approve or disapprove such plans and specifications insofar as the quality or type of materials, harmony in external design and color are concerned, as well as the location of the proposed improvements in relation to the surrounding structures and topography. The Architectural Control Committee shall have discretion in the approval of plans for dwelling units, which, if constructed, would violate without limitation the building restriction or set back lines of minimum living requirements. If the Committee in its discretion determines any violations to be minor and not substantial and the Committee shall determine the proposed residence size and location will not materially and adversely affect the quality of the whole development, then the Committee shall have the right to grant approval of said plans.

The effect of any construction, changes, improvements or alterations on the topography of the Properties and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. If no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications as required in this Declaration, approval will be deemed to have been granted by the Committee. In the event written approval is given, no work shall be commenced until such time as the Owner or contractor shall have obtained all permits required by law.

Section 16.4 Architectural Control Committee - The initial Architectural Control Committee for LENOX MILL subdivision shall be Tom Asbury, Mehrdad Ghazvini and Terry Amato of Tallahassee, Florida, who shall serve until July 1, 1993 or until their successors shall be selected. A majority of the Committee may select a representative to act for it. Commencing July 1, 1993, the Board of Directors of the Association may appoint an Architectural Control Committee consisting of not less than three (3), and nor more than five (5) members. With the exception of any initial member of the Architectural Control Committee, any additional members of the Committee appointed by the Association's Board of Directors must be the Owner of a completed home lying within the Properties. All members of the Committee shall serve without compensation. All notices or submission requests to be given to the Architectural Control Committee (hereinafter referred to as "Committee") shall be in writing and delivered by mail to Tom Asbury, 5028 Tennessee Capital Boulevard, Tallahassee, Florida 32303 or at such other address designated by Tom Asbury and after July 1, 1993, to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division.

Notwithstanding the foregoing provisions relating to the initial members of the Committee, the Declarant shall have the right to appoint all successor members and up to two (2) additional members until July 1, 1993.



ARTICLE SEVENTEEN

OR1485PC1773

WATER SUPPLY AND SEWERAGE DISPOSAL

No individual water supply system of any type shall be permitted on any lot unless approved in writing by the Architectural Control Committee. No individual sewerage disposal system shall be permitted on any lot.

ARTICLE EIGHTEEN

HVAC SYSTEMS

No window air conditioning units shall be installed in the front or any side of a building and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the dwelling or screened on the side yard so as not to be visible from the street in such manner acceptable to the Architectural Control Committee.

ARTICLE NINETEEN

TREE CUTTING - PENALTIES

No living tree with a trunk diameter of eighteen inches or greater as measured three feet up from the ground shall be cut or have its roots or root system damaged except in that area designated as the home site (including driveway and turn around area) by the owner of the site plan approved by the Architectural Control Committee.

Whosoever shall violate this section may, in the discretion of the Architectural Control Committee, be assessed such penalty by that Committee as may be deemed to be reasonable and appropriate.

ARTICLE TWENTY

USE OF MOTORCYCLES AND VEHICLES

No motorcycle, automobile, truck, recreational vehicle, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the properties except on paved roads and driveways intended for such vehicular operation; provided nothing herein shall be deemed to prohibit the use of such vehicles or construction equipment required on site during the construction of any improvements on a lot or the operation of any customary yard maintenance equipment on any lot or on Association lands operated only in such manner and during such hours so as not to disturb other property owners.

ARTICLE TWENTY-ONE

ENTRANCE WAY MAINTENANCE

The entrance to the properties at Thomasville Road and the landscaping areas adjacent thereto and common areas shall be maintained in good repair by the Association including without limitation, the grounds, signs, fences, sprinkler systems and electrical fixtures.

ARTICLE TWENTY-TWO

OR1485PC1774

SOLICITATION AND ADVERTISING

No individual lot owner may carry on any business from his home within the project which involves pedestrian or automobile traffic to and from such individual owner's home. Notwithstanding this prohibition, the Association is authorized to duly enact rules and regulations for the type, nature and character of other businesses which may be carried on by any individual lot owner. No individual lot owner may display any business sign within the Properties except for a sign placed upon the property advertising the same for sale as is elsewhere permitted by this Declaration.

ARTICLE TWENTY-THREE

PROHIBITION AGAINST FIREARMS

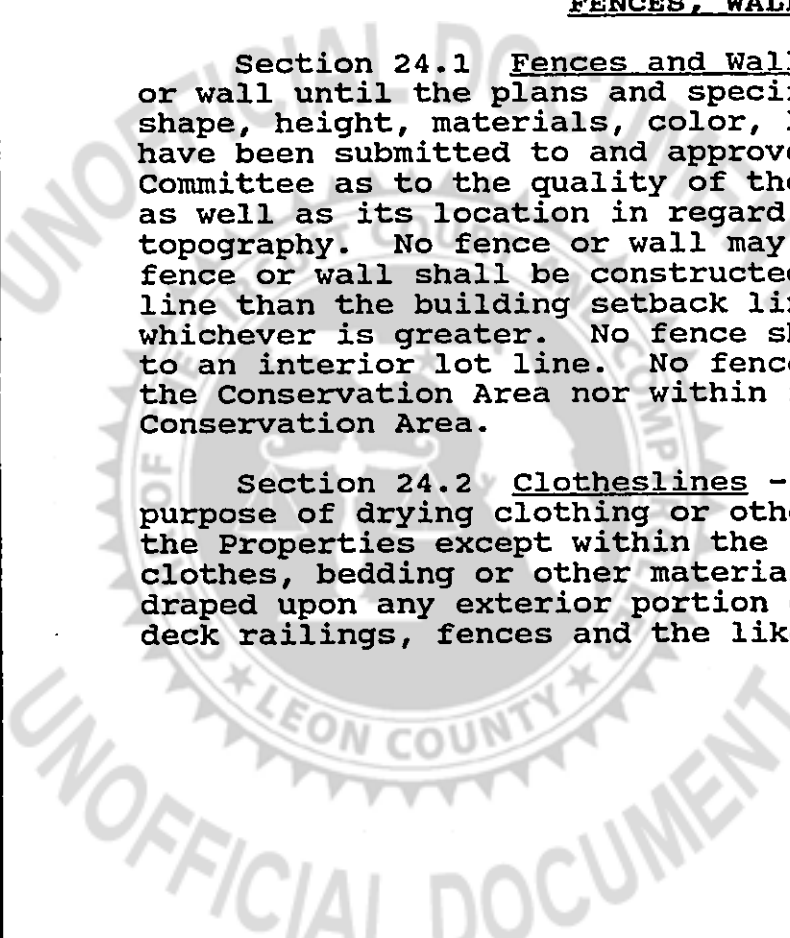
All types of firearms, including but not limited to shotguns, rifles, pistols, pellet, BB guns or air rifles are prohibited from being used, discharged or displayed upon any of the properties. Notwithstanding the above prohibition, firearms may be kept within the home of any individual lot owner.

ARTICLE TWENTY-FOUR

FENCES, WALLS & CLOTHESLINES

Section 24.1 Fences and Walls - No homeowner shall erect any fence or wall until the plans and specifications showing the nature, kind, shape, height, materials, color, location and other details thereof shall have been submitted to and approved by the Architectural Control Committee as to the quality of the materials, harmony, design and colors, as well as its location in regard to the surrounding structures and topography. No fence or wall may exceed six (6) feet in height. No fence or wall shall be constructed or placed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two inches to an interior lot line. No fences or walls shall be permitted within the Conservation Area nor within five (5) feet of the edge of the Conservation Area.

Section 24.2 Clotheslines - Clotheslines or other apparatus for the purpose of drying clothing or other materials shall not be permitted on the Properties except within the interior of a dwelling unit. No clothes, bedding or other materials shall be allowed to hang from or be draped upon any exterior portion of any dwelling unit, including patio or deck railings, fences and the like.



ARTICLE TWENTY-FIVE

OR1485PC1775

PROHIBITED USES OF CONSERVATION AREA

No building of any kind, accessory structure, pool, stairway, patio, playground equipment or the like shall be permitted on any portion of any lot or Association lands lying within the Conservation Area. No trees shall be permitted to be removed within such area nor shall any physical alteration be permitted to any of the lands or water courses within such Conservation Area, except for such maintenance required to maintain and protect LENOX MILL or any utility easement and facilities lying within the Conservation Area. No refuse or debris shall be deposited or stored upon any portion of the Conservation Area by any person. No vehicular traffic, including without limitation, bicycles, motorcycles, all-terrain vehicles shall be allowed in the Conservation Area, except nothing herein shall be deemed to prohibit the operation of equipment in such area for the maintenance of the ravine or any utility located therein. No part of the Conservation Area shall be used for the storage of any personal property.

ARTICLE TWENTY-SIX

NOTICE OF RULES TO GUESTS

All licensees, guests, invitees and tenants of each and every lot owner shall be subject to the provisions of this Declaration and of the Rules and Regulations of the Association governing the use and enjoyment of all lands contained within the Properties, and they shall abide by such covenants, restrictions, and rules and regulations.

ARTICLE TWENTY-SEVEN

MAINTENANCE OF ORIGINAL APPEARANCE

No individual Owner shall make or commence any alteration in exterior shape, color or appearance of the residence located upon such lot nor construct any fence, wall or other pertinent structure in a manner materially changing or altering the appearance or integrity of the Properties or any individual lot unless or until such changes are approved in writing and in advance by the Architectural Control Committee.

ARTICLE TWENTY-EIGHT

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete, brick, aggregate or hot-mix asphalt unless specifically waived by the Architectural Control Committee. Walkways from the front entrance of any residence to any sidewalk shall be constructed of such materials and shall be placed in such locations as may be approved by the Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the Architectural Control Committee.

ARTICLE TWENTY-NINE

MAILBOXES

No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee or the Association may develop uniform standards for all such receptacles. If and when the United States mail service, newspapers or the like shall indicate a willingness to make a delivery to wall receptacles attached to residences of each Owner, each Owner, upon the request of the Association or the Architectural Control Committee, shall replace detached boxes or receptacles with receptacles attached to the dwellings or residences.

ARTICLE THIRTY

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub plant or any structure which obstructs sight lines at elevations between three (3) and ten (10) feet above average grade of streets or roadways (measured from the center line) lying within the property shall be placed or permitted to remain on any corner lot within a triangular area formed by the street for a roadway right-of-way line and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way or, in the case of a rounded property corner, from the intersection of such right-of-way lines as extended. No fence, wall, hedge, shrub planing or structure shall be maintained in such manner as to obstruct visibility from any alley or driveway located within the Properties. For this purpose, the same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances as set forth above unless the foliage line is maintained at a sufficient minimum and maximum height to prevent obstruction of such sight lines.

ARTICLE THIRTY-ONE

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Properties. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company shall be responsible.

ARTICLE THIRTY-TWO

REPAIR AND RECONSTRUCTION OF ASSOCIATION LANDS OR PROPERTY

Within a reasonable time after a casualty loss or a loss or damage to property for which the Association has the responsibility of maintaining, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace any such damaged property.

ARTICLE THIRTY-THREE

DEVELOPMENT BY DECLARANT

No provision set forth in this Declaration shall prohibit or prevent Declarant, its agents, contractors or subcontractors from performing work and activities as Declarant shall deem necessary, advisable or appropriate in connection with the development of LENOX MILL subdivision; nor shall said provisions in any way prevent or restrict Declarant from maintaining such sign or signs on its property as it, in its sole discretion, shall deem necessary or desirable for the sale or other disposition thereof.

ARTICLE THIRTY-FOUR

LENOX MILL PROPERTY OWNERS ASSOCIATION

Section 34.1 Creation - There shall be created under the laws of the State of Florida a nonprofit corporation to be named Lenox Mill Property Owners Association, Inc., and which shall be governed by a Board of Directors.

Section 34.2 Powers and Authority - The Association shall have the authority to enact reasonable rules and regulations for the implementation for the Covenants and Restrictions set forth in this Declaration and shall have the following additional powers, duties and responsibilities:

(a) it shall own in fee simple, maintain, repair and otherwise manage lands and properties of the Association, including all facilities, improvements, personal property and landscaping thereon;

(b) it shall maintain such policy or policies of insurance as the Board of Directors of the Association shall deem necessary, desirable or advisable;

(c) it shall have the authority to employ a manager or other persons and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

Section 34.3 Membership - Each owner of a lot lying within the Properties and each owner of a lot in any adjacent property subject to this Declaration shall, upon acquisition of legal title to such lot, become a member of the Association and shall retain such membership until such time as he shall no longer own a lot subject to this Declaration, at which time his membership in the Association shall terminate.

Section 34.4 Voting - The Association shall have two classes of voting members as follows:

Class A: Members shall be all lot owners except the Declarant, and shall be entitled to one vote for each lot owned. When there shall exist multiple ownership in a given lot, all such persons shall be members and the vote from such lot shall be exercised as they may determine among themselves or as may hereinafter be determined by the Bylaws. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B: The Class B member shall be the Declarant, who shall be entitled to exercise three votes for each lot owned by the Declarant. Class B membership shall cease and convert to Class A membership when the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership.

ARTICLE THIRTY-FIVE

ELECTION OF BOARD OF DIRECTORS

The Declarant shall have the right to appoint all the members of the Board of Directors of the Association until the first to occur of the following events: (1) July 1, 1994; or (2) the sale of all lots in LENOX MILL.

ARTICLE THIRTY-SIX

LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including but not limited to its duties and obligations to maintain or repair Association property, the Association shall not be liable to owners, their invitees, licensees or guests for injury or damage caused by any latent defect or condition of Association property required to be maintained or repaired by the Association, or any injury or damage caused by acts of God or by third parties.

ARTICLE THIRTY-SEVEN

ENFORCEMENT OF OBLIGATIONS

Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, and any rule or regulation adopted by the Association.

Upon failure of a homeowner to so comply, the Declarant, the Association, any mortgagee having a first lien on a lot and any individual owner, or any one of them, shall have the right to institute legal proceedings at law for damages or in equity to enforce the terms of these provisions against the offending owner, and the prevailing party shall be entitled to recover costs and a reasonable attorney's fee. The failure of any of the foregoing named persons or entities to enforce any right, requirement, restriction, covenant or other provision of this Declaration including any rule or regulation or bylaw adopted by the Association, shall not be deemed to be a waiver of the right to seek any remedy in equity or damages at law against any subsequent noncompliance.

ARTICLE THIRTY-EIGHT

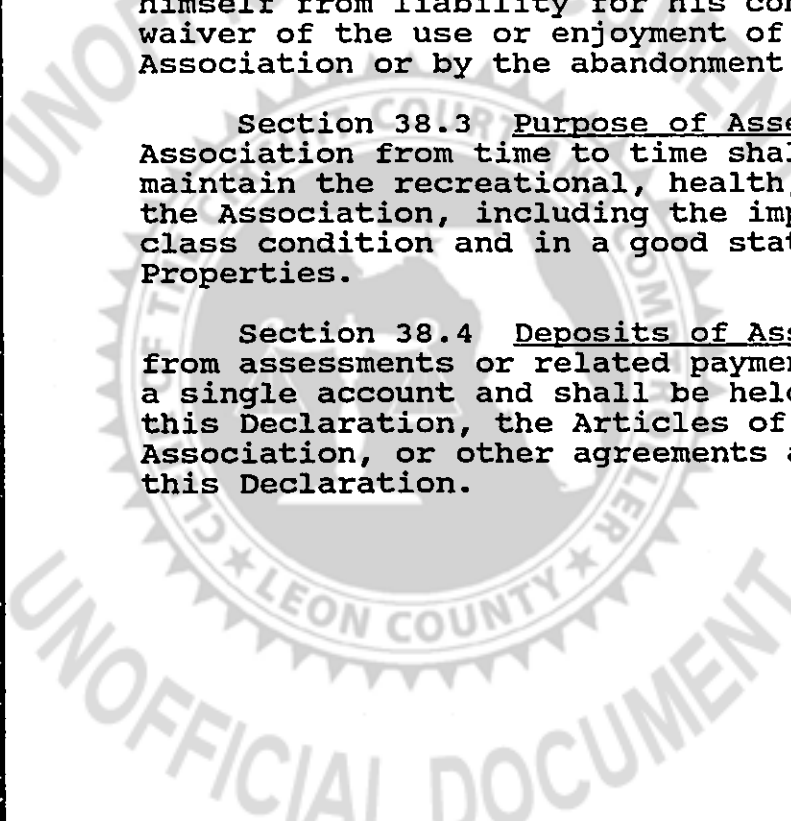
ASSESSMENTS AND LIENS

Section 38.1 Covenant to Pay Assessments - The Declarant, for each lot owned within the Properties, hereby covenants and agrees, and each homeowner by acceptance of a deed for a lot located with the Properties or otherwise subject to this Declaration, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual assessments or charges as herein set forth and as established by the Association from time to time; and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

Section 38.2 Lien for Assessments - The annual and special assessments, together with interest, service charge, if any, costs and reasonable attorneys fees required to collect the same, if any, shall be a lien against the lot owned by the party failing to pay the same; provided, however that any such lien shall be subordinate and inferior to any first mortgage encumbering such lot. Assessments shall be made pursuant to the Bylaws of the Association. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the property owned by the Association or by the abandonment of his lot.

Section 38.3 Purpose of Assessments - Assessments levied by the Association from time to time shall be used exclusively to promote and maintain the recreational, health, safety and welfare of the members of the Association, including the improvement and maintenance in a first class condition and in a good state of repair areas within the Properties.

Section 38.4 Deposits of Assessments - Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in this Declaration, the Articles of Incorporation or Bylaws of the Association, or other agreements among the owners of the lots subject to this Declaration.



Section 38.5 Maximum Annual Assessments - Until January 1, 1992, the maximum annual assessment for a Owner shall be \$50.00 per year per lot, payable as is provided in Section 38.7 hereinafter or as otherwise determined by the Board of Directors of the Association. From and after January 1, 1992, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year by the Association's Board of Directors without a vote of the membership. From and after January 1, 1992, the maximum annual assessment may be increased by more than ten percent (10%) only by the vote or written approval of at least sixty percent (60%) of the votes entitled to be cast of property owners belonging to the Association. The annual assessment shall commence as to all lots owned the first day of January 1992.

Section 38.6 Special Assessments - In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any area or improvement which is the responsibility of the Association, including improvements, fixtures, real or personal property related thereto; provided, however, that any such special assessment shall be made in accordance with the Bylaws of the Association.

Section 38.7 Collection of Assessments - Annual assessments shall be due and payable on the first of January commencing January 1, 1992 and shall be delinquent if not paid by the 15th day of January 1992 commencing January 15, 1992 and each succeeding calendar year thereafter.

Special assessments shall be due and payable in accordance on such dates and such terms as may be adopted by the Association. No setoffs shall be allowed to any Owner for repairs or improvements, or services contracted for by any Owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Owners all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to the collection of such assessment and/or service charges or fees in connection with the enforcement of the lien resulting therefrom.

Section 38.8 Service Charge for Delinquent Assessment - In order to defray the cost of bookkeeping, billing and related expenses, all assessments not paid within fifteen (15) days after the due date may, upon the decision of the Board of Directors of the Association, bear a reasonable service charge.

Section 38.9 Effective Transfer of Title on Assessment - The sale or transfer of any lot shall not adversely affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding or transfer in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, the Grantee of a lot upon which there shall exist any unpaid assessments due the Association, shall be jointly and severally liable with the Grantor for all such unpaid assessments up to the time of such voluntary conveyance without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore.

Any such Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Grantor to the Association, upon request, and such Grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessments made by the Association against the Grantor in excess of the amount of the statement; provided further, however, the Grantee thereof shall be liable for all assessments becoming due after the date of such transfer.

Section 38.10 Rights of Declarants - Notwithstanding anything herein to the contrary, Declarants shall be exempt from the payment of assessments against lots owned by Declarants and held for sale in the normal course of business; provided, however, that this exemption shall not apply to any lot owned by Declarants and upon which have been constructed a dwelling unit; and provided, further, that Declarants' exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever event shall first occur. Declarants covenant and agree that so long as this exemption is in effect, Declarants shall pay on the behalf of, or reimburse the Association, all expenses incurred by the Association in the performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarants; provided, however, that in no event shall Declarants be liable for payment of an amount in excess of the amount Declarants would be obligated to pay if this exemption from payment of assessments were not in effect.

ARTICLE THIRTY-NINE

AMENDMENTS TO THIS DECLARATION: WAIVER OF MINOR VIOLATIONS

Prior to the first sale by the Declarant of any lot lying within the Properties or any lot otherwise subject to the provisions of this Declaration, the Declarant, with the consent or joinder of each and every mortgagee of record having a lien upon the Properties or any portion thereof, specifically reserves the right to amend this Declaration in whole or in part. The Declarant, at any time, further reserves and shall have the sole right to amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained in this Declaration; and, until July 1, 1993, the further right to waive any violation of the Covenants and Restrictions (including, without limiting the foregoing, violations of building restriction lines or minimum living area requirements and the provisions hereof relating thereto) if the Declarant, in its sole judgement, determines such violation to be minor.

After July 1, 1993, the Architectural Control Committee shall have the power and authority to waive any violation of this Declaration in violation where, in the judgement of the Architectural Control Committee, any such violation may be minor. Upon such time as the Architectural Control Committee shall cease to function, the duties and obligations of the Architectural Control Committee as set forth in this Declaration, shall be granted to the Board of Directors of the Association.

ARTICLE FORTY

TERMINATION OF DECLARANT'S LEGAL OBLIGATION

At such time as the Declarant shall sell, convey or otherwise dispose of its interest in and to all of the lots in LENOX MILL, Declarant shall be relieved of the performance of any duty or obligation set forth herein.

ARTICLE FORTY-ONE

DURATION

These restrictive covenants shall run with the land and shall be binding until December 31, 2033, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by at least a majority of the then lot owners has been recorded agreeing to change, amend or terminate said covenants and restrictions.

ARTICLE FORTY-TWO

NOTICE

Any notice required to be sent to any Owner under the provisions of this Declaration or to any member of the Association shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person who appears as the record Owner according to the Public Records of Leon County, Florida, at the time of such mailing, or at such other address as may be designated in writing to the Association by such Owner from time to time. Any notice required to be sent to the Association, its Board of Directors or the Architectural Control Committee shall be sent to the address of the Association reflected by the Division of Corporations, Department of State.

ARTICLE FORTY-THREE

MISCELLANEOUS

Section 43.1 Titles - The titles of each article, section or paragraphs and sub-paragraphs of this Declaration are for convenience only and shall be deemed to have no legal effect in the interpretation of the provisions of this Declaration.

Section 43.2 Severability - The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, article, section, subsection, sentence, clause, phrase or word contained in this Declaration, or any Articles of Incorporation, Bylaws, Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

Section 43.3 Governing Law - This Declaration shall be governed in all respects under the laws of the State of Florida.

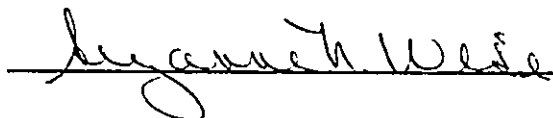
Section 43.4 Reference to Gender, Number - The reference to the masculine, the feminine, neuter, singular or plural, as the case may be, shall mean and include the opposite sex, gender or number wherever the context so requires or admits.

OR1485PC1783

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

Witnesses:





MAHAN SQUARE PARTNERSHIP,
A Florida General Partnership

By 
General Partner

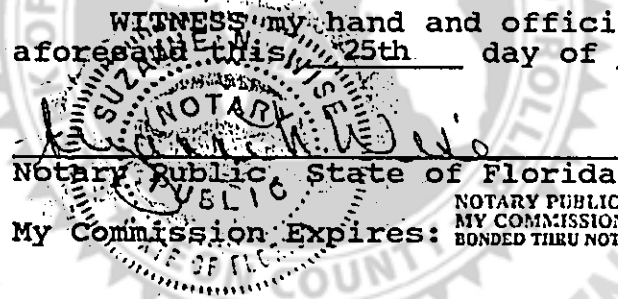
ACKNOWLEDGMENT

STATE OF FLORIDA,

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared THOMAS B. ASBURY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as general partner of Mahan Square Partnership, on behalf of said general partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of March, A.D., 1991.


Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 9, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

LENOX MILL SUBDIVISION

A parcel of land situate in the South Half of the Northwest Quarter of Section 27, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

Begin at a concrete monument marking the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 27 and run thence South 00 degrees 34 minutes 32 seconds West along the East boundary thereof 1320.19 feet to a concrete monument, thence North 89 degrees 17 minutes 34 seconds West along the South boundary thereof 1382.76 feet to a concrete monument, thence North 89 degrees 11 minutes 19 seconds West along the South boundary of the Southwest Quarter of the Northwest Quarter 792.97 feet to a concrete monument, thence North 00 degrees 07 minutes 53 seconds East 84.09 feet to a terra cotta monument, marking the Southeast corner of the Hoffman Tract described in Deed Book 87, Page 49 of the Public Records of Leon County, Florida, thence North 21 degrees 01 minutes 37 seconds East along the Southeastern boundary of the Hoffman Tract 400 feet to a concrete monument marking the Northeast corner of said Hoffman Tract, thence North 79 degrees 39 minutes 50 seconds West along the Northeasterly boundary of said Hoffman Tract 480 feet to the Easterly right of way boundary of Thomasville Road (State Road No. 61), thence North 24 degrees 42 minutes 48 seconds East along the said Easterly right of way boundary 717.24 feet to an iron pin marking the Southwest corner of Rustlewood, an unrecorded subdivision, thence South 64 degrees 49 minutes 17 seconds East along the Southwesterly boundary of Rustlewood 623.95 feet to an iron pin, thence South 89 degrees 17 minutes 34 seconds East 679.17 feet to an iron pin, thence North 00 degrees 00 minutes 00 seconds East 370.25 feet to the North line of the Southeast Quarter of the Northwest Quarter of said Section 27, which line is also the South boundary of Northwood, an unrecorded subdivision, thence North 90 degrees 00 minutes East (bearing base) along said North line (South boundary of Northwood) 453.21 feet to a concrete monument, thence North 89 degrees 58 minutes 09 seconds East 520.44 feet to the Point of Beginning;
containing 59.06 acres, more or less.