

**DECLARATION OF
MAINTENANCE ASSOCIATION
OF
LONG LAKE ESTATES**

THIS DECLARATION made this 1st day of APRIL, 2004, by **FLORIDA ASPHALT PAVING COMPANY**, a Florida General Partnership (Owner and Developer) consisting of J. R. Moody, III, William R. Moody and William T. Vickers, **WITNESSETH:**

WHEREAS, the Developer is the owner of the lands described in the deeds of conveyance recorded in Washington County, Florida, Official Records Book 0273 at Page 0185, Book 0274 at Page 0900, and Book 0277 at Page 0543, and has caused a portion of said lands to be platted as Long Lake Estates, which plat is recorded in Plat Book 4 at Pages 9 through 14 in the Public Records of Washington County, and a copy of which is attached hereto as Exhibit "A" (excluded, however, are Lots 37, 38, 39, 40, 41 and 42, which shall not be subject to this document), and

WHEREAS, the Developer desires to protect the value and desirability of the above described lands and to provide for the maintenance, repair, and protection of the common areas for the benefit of said property and each owner of a lot located therein;

NOW, THEREFORE, the Developer hereby declares that all of the property in the Recorded Plat of Long Lake Estates on file in the Office of the Clerk of the Circuit Court of Washington County, Florida, in Plat Book 4, Pages 9 through 14, excepting therefrom Lots 37 through 42, shall be sold, held, occupied and conveyed subject to the covenants, conditions and restrictions hereof, herein "Restrictive Covenants", which shall be deemed a covenant running with the land and binding on all parties in title to the lots and their heirs, successors and assigns.

ARTICLE 1 - OWNERS ASSOCIATION

Section 1. Members. All persons owning an undivided interest in a lot within the Subdivision shall be a member of

the Long Lake Estates Maintenance Association, Inc., a Florida not-for-profit corporation, herein "Maintenance Association" or "Association"; however, any person who holds an interest in a lot as security for the performance of any obligation shall not be a member. A copy of the Articles of Incorporation of the Maintenance Association is attached hereto as Exhibit "B". A copy of the By-Laws of the Owners Association is attached as Exhibit "C".

Section 2. Voting. Each Lot is entitled to one vote regardless of the number of record owners. All owners must sign the vote on behalf of a lot; otherwise, the vote will not be valid. Any Owner of a lot may give his proxy to any other owner of the same lot or any owner having an interest in a lot may give his proxy to any Owner of another lot or to a third person.

Section 3. Turnover. When ninety percent (90%) of the lots have been sold, the Developer shall turn the Maintenance Association over to the members, or at any earlier time should the Developer so elect. Until then, the Developer shall serve as the Maintenance Association. The Developer shall give not less than thirty (30) days notice of the time, date and place of the meeting for turning over the Maintenance Association to the Members.

Section 4. Quorum. A quorum for all purposes shall consist of one-third of the Lot Owners. A majority vote of the Lot Owners shall control in all instances where a quorum is present except for an amendment to this document, (excluding, however, the protective covenants which cannot be amended), a repeal of this document, an increase of the annual budget by more than ten percent (10%) a year, the imposition of a special assessment or a dissolution of the Corporation, in which event there must be an approving vote of fifty one percent (51%) of the lot owners.

Section 5. Notice. The Maintenance Association shall maintain a register of the names and addresses of all lot Owners and all persons having an interest in a lot. Notice to a Lot Owner or Member or to the borrower of monies shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person on the records of the Maintenance Association. Notice to any owner of a lot shall constitute notice to all owners and each owner shall be deemed to have designated any other owner of the same lot as his or her or its agent for such purposes. Notice

shall also be deemed to have been properly given when posted on the front door of any residence on the lot that is occupied by the Lot Owner.

Section 6. Officers and Directors. The members of the Maintenance Association shall elect a Board of Directors consisting of three (3) members but not more than five (5), unless the By-Laws are amended to provide for more members. The Board of Directors shall elect a President, Vice-President, Treasurer and Secretary. A member may serve as more than one officer, with the exception that the President may not also serve as the Vice President. Each director and officer shall serve a term of one year from date of appointment and shall continue in office until removed or until their successors in office have been appointed. In every event the number of directors shall be an odd number to facilitate a controlling vote.

Section 7. Suspension of Voting Rights. The voting rights of a member shall be suspended for all periods any assessment is due and unpaid for more than thirty (30) days.

Section 8. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage representing a first lien on a lot. No sale or transfer shall relieve any owner or purchaser from liability for any assessment that became due or that was owing prior to sale or transfer of the lot. All holders of first mortgages on any lot, upon written request to the Association, shall: (i) receive timely written notice of meetings of the Association; (ii) have the right to inspect the financial records of the Association and similar documents at reasonable intervals during normal business hours; (iii) receive written notice of any form of condemnation, termination, abandonment, or any material amendment to this Declaration or the Articles of Incorporation of the Maintenance Association and its By-Laws; and (iv) to receive timely written notice of any substantial damage or destruction to the common areas. In the event the holder of a first mortgage shall accept and record a deed in lieu of foreclosure and obtain a certificate of title, such shall operate to release a subordinate claim of lien of the Association. A suit to recover a money judgment for unpaid assessments may be maintained by the Association without waiving the lien securing the same or the foreclosure thereof.

Section 9. Meeting and Budget.

(a) Meeting. The Members shall meet as frequently

and at such intervals as it deems necessary for the management of its affairs, with the exception of its annual meeting which shall be held on the second Monday of November of each year. The purpose of the annual meeting is to elect new directors, to adopt an annual budget for the succeeding year, approve any special assessment and consider such other matters that may come before the meeting. All meetings of the Members shall be preceded by thirty (30) days notice mailed to the last known address of the Lot Owner on file with the Maintenance Association or by posting the notice on the front door of any house on the Lot of the Owner thereof. A directory of the names and addresses of each Lot Owner shall be maintained by the Maintenance Association. A Lot Owner shall have the responsibility notifying the Maintenance Association of any change of his address. A change of address must be in writing and sent to the Maintenance Association at its published address. Where a notice is mailed to a home owner, notice shall be deemed to have been properly given when addressed to the Lot Owner's last known address on file with the Maintenance Association, postage prepaid, and deposited into the United States Mail. A notice that is posted on the house of a Lot Owner shall be deemed to have been properly given when posted on the front door of the house of the Lot Owner. Posting of notice shall be limited to those situations where the Lot Owner lives on his Lot.

(b) Budget. The budget for the year of 2005 and that of any succeeding year until declared otherwise by the Board shall be as follows:

Road Maintenance Reserve Fund	\$ 5,000.00
Maintenance and cultivation of Boulevard Shoulders and Median	\$ 1,000.00
Drainage Structures	\$ 1,000.00
Miscellaneous Services	\$ 1,000.00
General Reserve Fund	\$ 800.00
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Total Annual Maintenance Association Dues	\$ 8,800.00

Each year the Board shall have the right to increase the annual assessment by an amount that does not exceed the annual assessment of the previous year by ten percent (10%) unless approved by a majority vote of the members of the Association. All assessments shall be based on a calendar year, and shall be due on March 1 of each year, commencing with the year of 2005, unless changed by the Directors. The Association assessment shall not be subject to pro ration based on the ownership of a lot for less than one year and shall be paid at the time the lot is purchased on all lots purchased in 2005 and subsequent years. The annual assessment shall be shared equally by all Lot Owners. Assuming all lots have been sold, the pro rata share of each Lot Owner would be \$204.52 (\$8,800 divided by 43 Lots).

Section 10. Architectural Committee. The Maintenance Association shall serve as the Architectural Committee, if applicable.

Section 11. Insurance. The directors shall maintain comprehensive general liability insurance on the common properties, officers and directors liability coverage, and employee fidelity coverage, in such amounts as the Board may declare, with the exception of employee fidelity coverage which shall be in an amount not less than the accumulated balance of the road maintenance reserve fund which shall be maintained in an interest bearing account. The directors shall maintain such other insurance as may be required by the By-Laws. Maintenance of all insurance coverages shall be dependent upon the availability thereof.

Section 12. Borrowing. The Maintenance Association shall have the right to borrow money to improve, preserve or maintain the Common Areas and to give a security interest against maintenance fees to the extent said fees are needed to pay the debt. The lender or secured party shall have the right to require the Association to impose monthly maintenance fees in an amount necessary to cover the loan payments. The lender or secured party, upon failure of the Association to do so, shall have the right to file a lien against the lot of a delinquent member to secure payment of its debt and foreclose the lien in the name of the Association for its benefit. The borrowing of monies shall require the approval of a majority of the Lot Owners (51%). The approval shall be evidenced by an instrument presented at a meeting called for such purposes, executed by the President and Secretary of the Association

acknowledging such approval, or by a written agreement of a majority of the lot owners authorizing the loan, recorded in the Official Records of Washington County, Florida.

ARTICLE II - COMMON PROPERTIES

Section 1. Common properties shall consist of the paved road and drainage structures as reflected on the Plat of Long Lake Estates. The filing of the Plat of Long Lake Estates shall constitute a conveyance of the roads to the Maintenance Association as set in Section IV hereof, subject to a perpetual non-exclusive easement of ingress and egress in favor of all lot owners, including their successors and assigns, members, guests, household help and others serving a legitimate purpose that requires their presence in the Subdivision, and the conveyance of the drainage structures, subject to a perpetual easement in favor of each Owner of a Lot to the use and maintenance thereof in common with all other Lot Owners.

Section 2. Use of Common Properties. Common Properties may be used for utility purposes, beautification, drainage, stormwater control, and such other uses as the Maintenance Association shall so declare.

Section 3. Lot owners shall have a right and an easement in and to the common properties, which right and easement shall be appurtenant to and pass with the title to every lot.

Section 4. Transfer of Common Properties. Should the Developer fail to convey the common properties to the Maintenance Association, this document shall be deemed a conveyance thereof to the Maintenance Association as such properties are defined on the plat of Long Lake Estates and by the terms hereof, upon the sale of ninety percent (90%) of all lots in the Subdivision or any earlier turnover of the Maintenance Association to the Members.

ARTICLE III - LIENS AND ASSESSMENTS

Section 1. Covenant. Each Owner of a lot, by acceptance of a deed thereto or an agreement for deed, whether or not it is stated in the deed or agreement, is deemed to have covenanted and agreed to pay the Maintenance Association the following: (i) annual assessment; (ii) special assessments, and (iii) individual assessments.

Section 2. Assessments and Enforcement. All assessments shall constitute a charge against the Lot Owner to which the assessment applies and a lien against such property. Assessments shall also be the personal obligation of the person who was the owner of the lot at the time of the assessment. All liens created under this Declarations may be foreclosed in the same manner as provided for the foreclosure of mortgages on real property. The lien of an assessment shall be effective from and after the date of its recording on the Public Records of Washington County, Florida. The Claim of Lien shall state the name of the record owner, a description of the property, the amount due including any interest and penalties, collection costs and attorney's fees incurred, and the amount of the monthly assessment that will serve to increase the lien amount until the lien is paid and discharged. Any assessment not paid when due shall bear interest at ten percent (10%) per annum. Further, the Association shall be entitled to a lien for any and all collection costs, including a reasonable attorney's fee, whether or not suit is instituted. Upon satisfaction of the lien, the Owner of the Lot to which the lien applies shall be entitled to a recordable Satisfaction of Lien.

Section 3. Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the residents in the Sub-division, the management of the Association and the use, maintenance and enjoyment of Common Properties, including the payment of all costs for labor, equipment, materials, betterments, management, supervision, taxes and insurance related thereto and any reserves associated therewith, as well as such other costs as may be incurred or declared as a common expense. The reserve fund shall be maintained out of regular assessments for the common expenses.

Section 4. Method of Assessment. The Board of Directors of the Association, by a vote of a majority of the directors, shall adopt an annual budget and fix the annual assessment sufficient to meet the obligations imposed by this Declaration. Should the Association, through its directors, at any time determine that the annual assessment is not sufficient to pay the expenses, or, in the event of an emergency, the Board of Directors shall have the authority to levy and collect additional annual assessments to meet the needs of the Association. The Board shall set the date that annual assessments or additional annual assessments become due. Should the Board not set a date for payment of the annual assess-

ments, the annual assessments shall become due on March 1 of each and every year. The Board may provide for collection of assessments annually, monthly, quarterly, or semi-annually. Upon default in the payment of any one or more installments, the entire assessment may be accelerated and declared immediately due and payable in full, at the option of the Board. Annual assessments are not subject to proration based on the ownership of a lot for less than a year, and shall be due to the Association at the time of the purchase of the lot, commencing with the year of 2005, and all subsequent years. The annual assessment shall be divided equally among the Owners of all of the lots subject to this Declaration, provided that no assessment shall be imposed or levied against any lot owned by the Developer until it is improved or sold.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year, a special assessment applicable to that year and not more than the next five (5) succeeding years for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements on, within or upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of a majority vote of the lot owners entitled to vote other than the Developer, who are voting in person or by proxy at a meeting of owners or by agreement in writing by such majority without a meeting. A majority vote for the purpose hereof is defined as a fifty-one percent (51%) vote of all lot owners in the Subdivision, not a majority vote of the members of the Association at a meeting where a quorum is present. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his property. All notices of special assessments from the Association to the membership shall designate when they are due and payable. So long as the Developer owns more than ten percent (10%) of the lots subject to this Declaration, no capital assessments shall be effective without the consent of the Developer. All special assessments shall be at a uniform rate and shall apply equally against all lots. Special assessments shall be collectible in the same manner as any other assessment. Special assessments shall not apply to any lots owned by the Developer.

Section 6. Individual Assessments. Upon failure of an owner to comply with any obligation imposed by this Declaration, the Association, after giving ten (10) days written notice to the owner who is in violation of the provisions

hereof, may proceed to correct the violation at the expense of the owner. The Association shall have the right to assess the actual costs incurred to correct the violation plus fifteen percent (15%) thereof against the owner and his lot. If the assessment is not paid within ten (10) days after demand, the Association shall have the right to file a lien against the lot of the owner. The lien shall comply with the requirements of other liens authorized by this Declaration and shall be subject to enforcement in like manner. The Association shall be entitled to recover interest, collection costs and a reasonable attorney's fee incurred in the filing of the lien and the enforcement thereof, whether or not legal proceedings are filed. Failure of an owner of a lot to maintain his yard and shrubbery shall only require a five(5) day notice before the Association can move to correct the problem.

Section 7. Delinquent Assessments. If an assessment is not paid within thirty (30) days after the date it became due, such assessment shall be delinquent and shall bear interest at ten percent (10%) from the due date until paid. The Association may also bring an action at law against the owner of the lot who is personally obligated to pay the same, or foreclose the lien of the assessment against such lot, and the owner shall be obligated to pay to the Association a reasonable attorney's fee and all costs incurred in connection with the filing, collecting and enforcing the assessment, whether or not a suit is filed.

Section 8. Voluntary Sale of Lot. No voluntary sale of any lot shall be effective nor shall marketable title be conveyed unless or until the seller or buyer has obtained from the appropriate officers of the Association a written certificate acknowledging payment of all assessments in full by Seller, in recordable form.

ARTICLE IV - PROTECTIVE COVENANTS

1. All lots shall be used for residential purposes only and no building situated on any of said lots shall at any time be used for business, commercial, amusement, charitable, religious or manufacturing purposes.
2. No building or other structures on any lot shall be located nearer to the road right-of-way than forty (40) feet, nor shall any building or structure be located within fifteen (15) feet of a side lot line or within fifty feet (50') of the ordinary high water lake shoreline.

3. Residences shall have a minimum of eight hundred square feet (800 sq.ft.), exclusive of carports, porches and garages, and shall be completed within one (1) year after a Building Permit has been issued for the construction of a residence on a Lot. Only one family dwelling shall be built on a lot. Mobile homes shall not be permitted.
4. No billboards or other advertising signs may be erected or displayed on any lot except signs as are usual and customary for advertising a lot or home thereon for sale.
5. No temporary buildings for housing shall be erected on any lot. No existing home shall be moved onto any lot.
6. No personal watercraft shall be permitted on the lake. This includes but is not limited to Jet Skis and Wave Runners, etc. Ski boats and fishing boats shall be permitted.
7. No docks shall be permitted in excess of forty feet (40') from the high water line. Parcel owners may have floating platforms but not greater in size than three hundred square feet (300 sq. ft.). Platforms must have an attendant onboard while away from shore. The platform must be secured onshore at night and while unattended.
8. No obnoxious or offensive activities will be permitted to exist on any lot. No inoperative or unlicensed automobiles, buses, trailers, campers or lean-to's will be permitted on any Lot. No unsightly buildings, garages, storage buildings or workshops will be allowed. All permitted accessory structures must conform to the decor and scheme of the residential structure and incorporate or be built with the same construction materials as the residential structure. Split rail, rough sawn cedar and cypress fencing is recommended for lakefront and beachfront housing. No chain link fencing is allowed.
9. No animals other than dogs, cats or other household pets deemed to be usual and customary to households may be kept on any lot. Specifically excluded as pets are cattle, swine, sheep, goats, poultry, fowl, reptiles, livestock, except horses but no more than two per Lot, Stables or covered sheds to house horses must be designed and construed with materials consistent with that of the house on the Lot. No horse shall be kept on any Lot that does not have a house on the Lot. No animal or pet may

be kept, bred or maintained on any lot for any commercial purpose. The right to keep household pets shall be subject to reasonable rules and regulations adopted by the Maintenance Association.

10. No garbage, refuse, trash, junk or rubbish shall be deposited or kept on any lot or building site except in a suitable container. All such containers shall be kept at the rear of the home.
11. No underground fuel tanks will be permitted on any lot.
12. Every owner shall maintain all structures on his lot in a good state of repair, including but not limited to, the painting of the structures as necessary to maintain a consistent colorization of the painted surfaces and repairs to roof, gutter and downspouts. Every owner shall maintain his property in a clean and neat condition, free from litter, debris, newspapers and trash accumulations. Mowing of the lawn and the trimming of hedges, shrubs and bushes should occur in a timely manner.
13. Although it is anticipated that public utilities will be located in the road rights-of-way, the Developer hereby reserves unto itself a perpetual, but alienable, easement on, over and under the common areas and lots within Long Lake Estates for the construction, erection, maintenance and use of utility poles, wires, cables, conduits, water mains, drainage structures, water courses, equipment and other public conveniences. Utilities will be maintained over a five foot wide strip along each side of each lot line with the exception of the width and location of drainage flows and structures, which shall be dictated by elevation. The Developer shall have the unrestricted right and power to use the said properties for the purposes stated and to permit others to use said properties for like purposes, and to give easements therefor.
14. The maintenance of storm and surface water structures and drainage ways and avenues over and across lots in the Subdivision shall be the responsibility of individual lot owners. No changes or alterations shall be made to any existing drainage structure or avenue.
15. No lot owner or occupant of a lot shall be permitted to draw water directly from the lake for any purpose.

16. It shall be the responsibility and duty of every lot owner to preserve and protect the quality of Long Lake. This responsibility includes, but is not limited to: no one shall litter or dispose of cans, paper or plastic-ware or any foreign or unnatural materials in the lake or along its shoreline, nor shall anyone dump any fuel oil or petroleum product in the lake or wash any container that may have been used for the storage of fuels, chemicals or other non-natural products with lake water. The various grasses growing in the lake provide food and protection for fish. Damage to these areas is to be avoided by boaters and skiers.
17. These Protective Provisions shall not be subject to change, amendment or modification.
18. Lot owners shall be responsible for any and all damages to Subdivision improvements, including but not limited to, curbs and gutters, water hydrants, sidewalks, power poles, fences, and common properties and their improvements. Damages of a Lot Owner shall include those caused by employees, agents, invitees, guests, contractors and subcontractors of the lot owner.

ARTICLE V - GENERAL PROVISIONS

Section 1. Duration. These covenants, conditions and restrictions shall, unless released from this Declaration, run with the land, and shall remain in full force and effect until December 31, 2029, and shall thereafter automatically renew for successive periods of ten (10) years unless a majority of the Owners of the Lots shown on the recorded plat of Long Lake Estates agree in writing to terminate, extinguish or cancel these covenants, conditions and restrictions.

Section 2. Declaration Amendments.

A. Notwithstanding anything in this Declaration to the Contrary, this Declaration may be amended from time to time by the Developer prior to "turnover" of control of the Association to its members. After the "turnover", the Association may amend this Declaration, but not the Protective Covenants, by recording in the Public Records of Washington County, Florida, an instrument executed by the President and attested to by the Secretary of the Association that the amendment evidenced thereby was approved by a majority (51%)

of the Owners of the Lots within the Subdivision at a meeting called for that purpose, or by an agreement in writing signed by a majority of the Lot Owners and recorded in the Official Records of Washington County, Florida. Any termination, cancellation or extinguishment of this Declaration must be evidenced by an instrument signed by a majority (51%) of the Owners of Lots in the Subdivision and recorded in the Official Records of Washington County, Florida.

B. No amendment shall affect the rights and obligations of the Developer without the written consent of the Developer or his successors and assigns, nor shall any amendment disturb any vested right of a lot owner.

Section 3. Severability. Each provision of these covenants, conditions and restrictions shall be severable from all other provisions and the invalidity of any one of these covenants by judgment or court order shall not affect the validity and enforceability of any other provision.

Section 4. Attorneys Fees. In any action to enforce the provisions of these covenants, conditions and restrictions, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to all other authorized court costs.

Section 5. Enforcement of Provisions of Declaration. The enforcement of these restrictions may be brought by any person or persons owning a lot within the Subdivision or any member the Owners Association or the Developer by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction hereof, to enjoin such violation or to recover damages caused thereby, or both.

Section 6. Governing Law. In all cases, the provisions of this Declaration shall be governed and construed in accordance with the laws of the State of Florida.

Section 7. Remedy of Injunctive Relief. It is declared that any violation or attempted violation of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 8. Non-Waiver. The failure of the Owners Association to insist in any one or more instances upon enforcement of the terms, covenants, provisions or agreements hereof shall not be construed as a waiver or relinquishment of any

future enforcement of any such term, covenant, condition, provision or agreement. The approval of any act or condition with knowledge that such circumstance violates the provisions hereof shall not be deemed a waiver of such breach, unless expressed in writing by the Owners Association.

IN WITNESS WHEREOF, the undersigned General Partners of the Developer have hereunto set their hands and seals, this day and year first above written.

Signed, sealed and delivered in the presence of:

FLORIDA ASPHALT PAVING COMPANY, a Florida General Partnership

Roulett W Bryant
ROULETT W BRYANT
(Print Name of Witness)

By J. R. Moody, III
J. R. Moody, III

Mary Lou Wilson
Mary Lou Wilson
(Print Name of Witness)

By William R. Moody
William R. Moody

By William T. Vickers
William T. Vickers

STATE OF FLORIDA)

COUNTY OF BAY)

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of April, 2004, by J. R. Moody, III, William R. Moody, and William T. Vickers, as the General Partners of Florida Asphalt Paving Company, a Florida General Partnership, (who are personally known to me) or who produced _____ as identification.

Mary Lou Wilson
Notary Public
My Commission expires:

nst:2004003083 Date:04/14/2004 Time:09:21
FB DC, LINDA H. COOK, WASHINGTON County B:523 P:487



Mary Lou Wilson
MY COMMISSION # DD115306 EXPIRES
May 7, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

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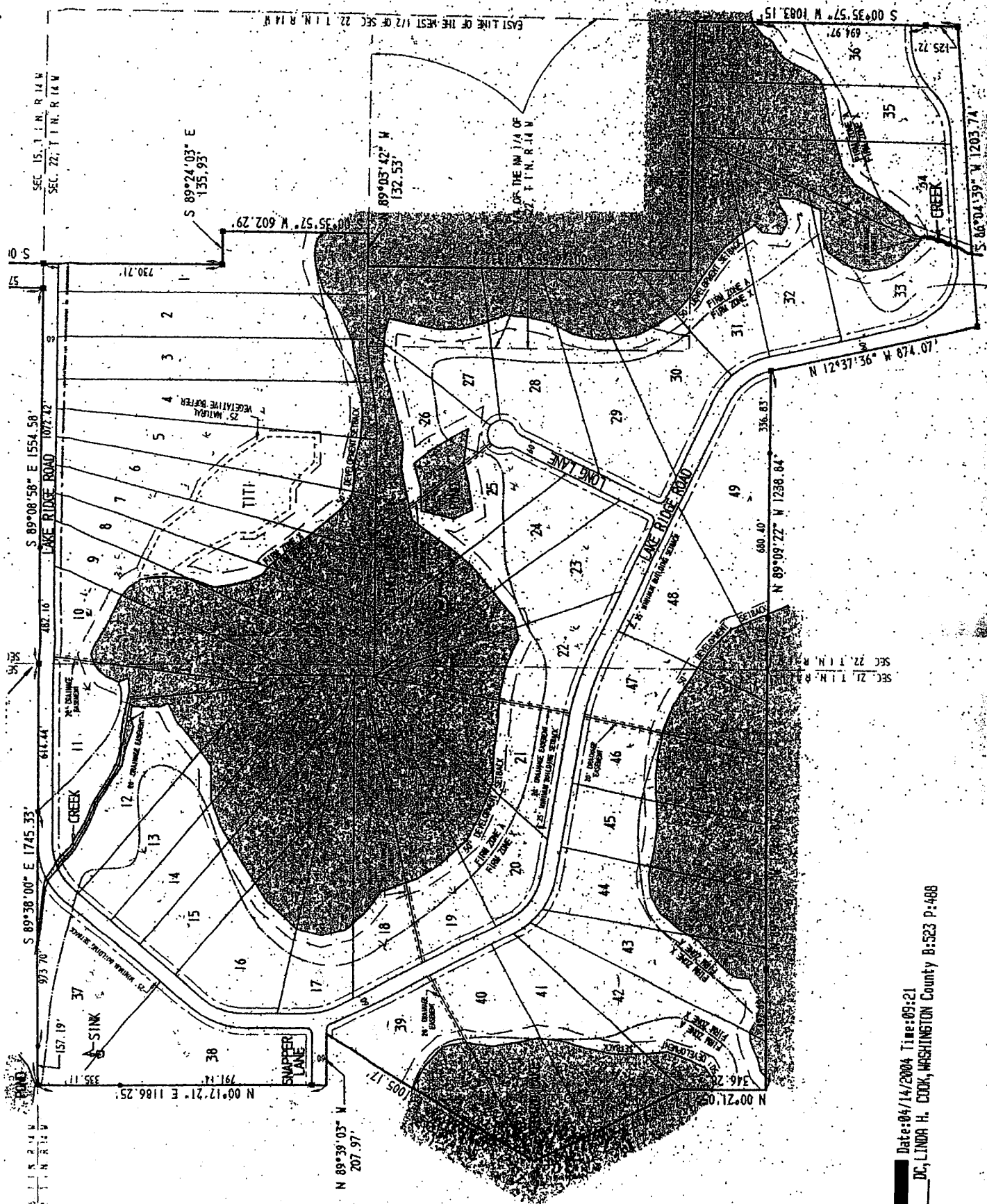


EXHIBIT "A"

inst: Date: 04/14/2004 Time: 09:21
26 DC, LINDA H. COOK, WASHINGTON County B:523 P:488