

LEISURE LAKES PROTECTIVE COVENANTS .

ARTICLE I

PURPOSE

To conserve the natural beauty of Leisure Lakes and to enhance and protect the value, desirability and attractiveness of such property, the entire area described in Article III shall be subject to the following protective covenants and restrictions, hereinafter referred to as the "LEISURE LAKES PROTECTIVE COVENANTS."

LEISURE LAKES PROPERTY OWNERS ASSOCIATION, INC., the Declarant, as successor to G. Brown & Company, hereby declares that the real property described in Article III shall be held, transferred, sold and conveyed subject to the conditions, restrictions and covenants set forth.

This document is a revision, restatement and codification of prior restrictive covenants as recorded in OR Book 201, pages 598-601; OR Book 202, Page 9; OR Book 202, pages 10-15 and Page 807; OR Book 207, page 585; OR Book 210, page 307; OR Book 222, page 611; OR Book 225, page 22, OR Book 227, page 136; and OR Book 234, page 1459, public records of Washington County, Florida. Accordingly, such prior covenants shall be of no force or effect as of the date the covenants set forth below are recorded in the public records of Washington County, Florida.

Pursuant to Article VII, Section C, of the covenants as recorded in OR Book 234, page 1459 of the public records of Washington County, Florida, the following covenants shall be retroactively effective to and including June 1, 1984, and shall apply to all lots sold within the property described in Article III below just as if such covenants had been recorded on June 1, 1984.

ARTICLE II

DEFINITION OF TERMS

- A. "Association" means Leisure Lakes Property Owners Association, Inc., a Florida non-profit corporation.
- B. "Board" means the Board of Directors of Leisure Lakes Property Owners Association, Inc.
- C. "Member" means any member of Leisure Lakes Property Owners Association, Inc.
- D. "Building site" means any single-family lot on which a dwelling may be constructed.
- E. "Bylaws" means the Bylaws of the Association.
- F. "Committee" means the Architectural Control Committee.
- G. "Common Area" means any land or facilities which the Association owns and maintains.
- H. "Declarant" means and may refer to the original Declarant G. Brown & Company, a Florida corporation and its successor, Leisure Lakes Property Owners Association, Inc.
- I. "Declaration" means this Declaration of Protective Covenants as the same may be supplemented or amended from time to time.
- J. "Living Area" means those heated or air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas.

K. "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences and any other structure of any type or kind. Improvements to be placed on any building site require the approval of the Committee.

L. "Owner" means any person who owns fee simple title or a leasehold estate for a term in excess of two years, to any lot or parcel within the development and shall not mean the mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.

M. "Waterfront lot" means any lot abutting a water body.

N. "Plat" means an official map or plat of a portion or all of the property included within this Declaration, after such plat has been accepted by the Board of County Commissioners of Washington County, Florida, and duly recorded among the public records of Washington County.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Property Description. The real property which is subject to these covenants is more particularly described as follows:

LEISURE LAKES, a Subdivision as per map or plat thereof recorded in Plat Book 3, Page 167 of the Public Records of Washington County, Florida.

FIRST ADDITION TO LEISURE LAKES, a Subdivision as per map or plat thereof recorded in Plat Book 3, Page 179-183 of the Public Records of Washington County, Florida.

SECOND ADDITION TO LEISURE LAKES, a Subdivision as per map or plat thereof recorded in Plat Book 3, Page 186 of the Public records of Washington County, Florida.

THIRD ADDITION TO LEISURE LAKES, a Subdivision as per map or plat thereof recorded in Plat Book 3, Page 206 of the Public Records of Washington County, Florida.

ARTICLE IV

LEISURE LAKES PROPERTY OWNERS ASSOCIATION, INC.

Corporation organized to further promote the common interests of property owners in Leisure Lakes. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and Bylaws, and may include, but not be limited to, maintenance of roads, lake and road easements, the lakes, a security system and pest control programs. Stables may be maintained, provided the expense is covered by the users of such facilities. The Association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interests of Leisure Lakes residents.

The Association shall operate and maintain at its cost, in neat and good order, and for the use and benefit of the owners of the property in Leisure Lakes, all land or facilities from time to time designated and conveyed by G. Brown & Co. to the

Association. G. Brown & Co. shall have the option of conveying the streets and other designated common areas to the Association, either at the time of platting or at any time thereafter. Upon such conveyance, the Association shall be responsible for the perpetual maintenance of the streets conveyed, which shall be maintained as private roadways for the use and benefit of Leisure Lakes property owners. If G. Brown & Co. conveys any property to the Association other than streets and other designated common areas, such conveyance shall not be effective until and unless it is approved by two-thirds (2/3) of the members present and voting at any meeting of the homeowners at which due notice of consideration of such conveyance has been given to all the members; and further provided that G. Brown & Co. shall not be entitled to vote for or against the acceptance of such conveyance. All such conveyances shall be debt and lien free.

B. Membership in the Association.

1. Each owner of a building site shall automatically be a member of the Association upon the recordation of a Plat designating such building site and shall abide by the Association's charter, bylaws and rules and shall pay assessments levied.

2. The qualifications set forth herein for membership in the Association shall be the only qualifications for such membership, and neither the Board nor the Association shall have the power to impose additional membership requirements.

C. Voting Rights. The voting rights of the members of the Association as set forth in the Articles of Incorporation and Bylaws of the Association, shall provide, in part, as follows:

1. Each member shall have one vote for each building site owned by such member. There shall be no votes by proxy. Any owner may designate that the occupant of a home shall be the member in lieu of such owner. No owner shall be entitled to vote unless such member has paid all of his dues and other charges or assessments as shown by the books of the Association.

2. When any property within Leisure Lakes is owned of record in joint tenancy or tenancy in common, or in any other manner of joint or common ownership, such owners shall collectively be entitled to one vote per building site, which vote shall be exercised by the consent of a majority of the owners of record of such building site.

3. The owner of two or more building sites shall nevertheless be entitled to one vote per building site.

D. Termination of Developer Control. Notwithstanding any contrary provisions above, the Declarant, G. Brown & Co., shall relinquish voting control of the Association on January 1, 1993, or when 51 percent of all the building sites in Leisure Lakes are sold, whichever occurs first.

If on January 1, 1993, G. Brown & Co. still owns 50 percent or more of the building sites, then G. Brown & Co. shall still have the right to one vote for each building site owned by G. Brown & Co.; provided, however, that the total votes cast by G. Brown & Co. shall not exceed 49 percent of the total qualified votes within the Association.

E. Annual Charges.

1. Each building site shall be subject to an annual charge in an amount fixed by the Board. The Board may establish different rates from year to year and may for any year establish different rates for various general classifications of property as it may determine to be fair and equitable.

2. The charges collected by the Association together with fund-raising events, if any, shall in each year be sufficient to

maintain and operate, in neat and good order, and to pay all taxes, assessments and expenses payable with respect to the maintenance and operation of such facilities as may be owned or leased by the Association or designated by G. Brown & Co. to be operated and maintained by the Association as aforesaid.

3. In addition to the annual charge authorized above, the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a designated capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the approval of two-thirds (2/3) of the votes of all the members present and voting at any duly called meeting at which notice of consideration of such special assessment shall have been given to all the members. Provided, however, that G. Brown & Co. shall not be entitled to vote for or against any such special assessment, even though G. Brown & Co. may own one or more building sites within Leisure Lakes, it being the intent and purpose of this provision that G. Brown & Co. not be allowed to impose any special assessments that are not deemed necessary by at least two-thirds (2/3) of the other members of the Association. Annual assessments shall be limited to \$150.00 per year per building site and special assessment may not exceed \$100.00 per year per building site.

4. The annual charges and special assessments shall become due and payable at such time as the Board may determine. If not paid, these (together with interest and costs of collection) shall become a lien on the delinquent member's building site, and shall be a continuing lien upon the property against which the assessment was made. The charges shall also be the personal obligation of the person who was the owner of the building site at the time the charges became due.

F. Enforcement of Covenants. The Association shall have the right to prescribe in its Bylaws or rules and regulations the methods to enforce these covenants and the violation of any of its rules or regulations. If the Association brings an action to enforce these covenants, the prevailing party shall be entitled to recover all its costs, including a reasonable attorney's fee. Nothing herein shall be construed to prohibit an individual owner from bringing an action to enforce these covenants.

G. Subordination of the Lien to Mortgages. The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage. Sale or transfer of any building site shall not affect the assessment lien. However, the sale or transfer of any building site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such building site from liability for any assessments thereafter becoming due or from the lien thereof.

H. Limitation on use of Amenities. If a building site is titled in the name of 3 or more individuals, only 2 such individuals and their immediate family living in the same household may use the amenities operated by the Association; provided, however, that other individuals in whose name the building site is titled may use the amenities upon the payment of a sum equal to one annual homeowners' assessment for each year that such use is needed of the amenities by such additional individuals.

Use of the amenities such as the pavilion and beachclub shall be limited to no more than ten (10) persons per building site, including any Leisure Lakes family members and their guests, unless permission is obtained in advance from the president of the Association.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The Architectural Control Committee shall consist of:

The Chairman of the Board of Leisure Lakes Property Owners Association, Inc., the President of Leisure Lakes Property Owners Association, Inc., and one other lot owner other than the developer or any of his employees or affiliates, said lot owner to be appointed by the Board of Directors of Leisure Lakes Property Owners Association, Inc.

B. Successors. Upon the death or resignation of any of the above named individuals from the Architectural Control Committee, the Board of Directors of Leisure Lakes Property Owners Association, Inc. shall have the right to appoint a successor committee member.

C. Purpose. No building, structure, alteration, addition or improvement of any kind other than interior alterations not affecting the external appearance of a building or structure shall be contracted for or placed upon any portion of the property within Leisure Lakes unless and until a plan and specifications therefor shall have been approved in writing by the Committee. These plans and specifications shall include a specific site plan for all improvements, including the dwelling, and all related improvements, such as septic tanks, garbage disposal facilities, mailboxes and all other pertinent structures. No construction shall be commenced and no lot shall be cleared or graded in any way except in accordance with an approved plan of modification thereof approved in writing by the Committee. All plans and specifications are subject to any rules and regulations that may be adopted by the Committee pursuant to Subsection E of this Article V.

D. Approval Procedures.

1. Any approval requested of the Committee shall be requested in writing and shall be submitted to G. Brown & Co. at its office, unless the Committee records an instrument establishing a different place to submit such plans.

2. In the event the Committee fails to approve or disapprove such plans and specifications within twenty (20) days after the same have been submitted to them, approval shall be deemed to have been given ten (10) days after written notice by the applicant to the Committee stating that no action was taken for twenty (20) days and requesting immediate action within ten (10) days.

3. Within ten (10) days after the completion of construction of any structure within Leisure Lakes, the owner, builder or other agent for the owner, shall give written notice to the Committee that the structure is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the structure and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the structure in compliance with the approved plans and specifications. The owner shall be given a reasonable period, not to exceed sixty (60) days, within which to correct such deficiencies. If the owner or his agent

fails to correct such deficiencies after being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the structure and notify the owner in writing as to the defects within twenty (20) days after such notice, the structure will be deemed in compliance with the plans and specifications previously approved.

E. Administration. The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration. These rules and procedures shall include a set of construction and development standards, applicable to all construction of any kind undertaken within Leisure Lakes. The plan shall include, but not be limited to, the following: type of construction materials required; site arrangement requirements; landscaping and clearing requirements; erosion and drainage control requirements, both during and after construction; construction timing schedules; and such other construction and development standards as may be deemed necessary by the Committee to insure quality development, and to insure that there will be no pollution of any water bodies within Leisure Lakes. Before any construction is undertaken, the lot owner or his representative shall lay out the dimensions of the structure on the site, and this specific site plan must be approved by the Committee in writing before construction is undertaken.

The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because there is not sufficient landscaping, or for any other reason that the Committee in its sole discretion, may deem appropriate. The roof pitch in all dwellings shall be at least "6 in 12", although this requirement may be waived by the Committee if the structure has other sufficient, redeeming qualities. Any owner, builder or other agent for an owner who submits a plan for approval by the Committee must simultaneously submit a comprehensive color scheme designating the precise color of all exterior surfaces of the proposed structure. In addition to the basic roof and body siding color, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. Generally, all colors shall be in natural wood tones such as grey or brown, and no color such as blue, green, yellow, red or similar colors shall be approved unless such colors are deemed appropriate in the Committee's sole discretion. White may be allowed in special circumstances at the sole discretion of the Committee. The Committee shall also disapprove any aluminum windows, doors or similar structures using aluminum, except anodized aluminum and shall disapprove any structure proposed for construction out of common pine plywood, pine siding, or similar materials; provided, however, that certain higher grades of plywood, such as redwood may be allowed at the sole discretion of the Committee. No pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project. All structures shall include at least eight hundred (800) square feet of area, exclusive of decks and porches.

ARTICLE VI

GENERAL

A. Subdividing Lots. No building site or lot may be subdivided, it being the intent of this provision to allow one residential dwelling per lot.

B. Residential Use. No building site or lot shall be used except for residential purposes, unless such building site is designated as commercial on the recorded plat provided, however, that commercial uses may be allowed on the "access area" between Lots A-1 and A-49 and on Lots A-1, A-2 and A-102, with the prior written approval of the Association.

C. Churches as Residential. Construction of a bona fide church may be allowed on any of the building sites as a proper residential use provided that any such church is approved in advance by the Architectural Control Committee under the same standards and procedures as set forth above.

The congregation of any church constructed at Leisure Lakes shall be allowed to use the amenities such as the pavilion and clubhouse with the prior approval of the Association; provided, however, that such amenities may be used by the pastor and his family as if he or she were individual property owners.

D. Prohibited Uses. No residential building site shall be used as a business or business office open to the general public. No other trade or business, more limited in nature, shall be visible or apparent on any residential building site.

E. Setback. No building or any part thereof shall be located upon any lakefront lot closer to the lake than a line running 250 feet from and parallel to the right-of-way line of the road adjacent to such lakefront lot, nor closer than 15 feet to side lot line, nor closer than 25 feet from the right-of-way of the road adjacent to such lakefront lots. The 250-foot setback line for the lakefront lots is shown on the recorded plat. In the event of a conflict, the line shown on the plat shall control. Setback requirements for non-waterfront lots shall be as follows: front lot line-50 feet; side lot line-20 feet; and rear lot line-25 feet.

F. Size of Structure. No structure shall be placed, or permitted to remain on any of the building sites other than one single-family dwelling not to exceed two stories in height and a private garage or carport and laundry room, tool room, or the like attached to the garage or house; provided, however, that a barn, stable or other outbuildings may be constructed and maintained on a lot of two (2) acres or more if necessary for the care of horses as allowed by Section V of this Article VI. Any such barn, stable or other structure must have prior approval as provided in Article V above; however, one dwelling may be built on two or more adjoining lots.

G. Types of Structures Prohibited. No trailer, travel trailer, motor home, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Basements may be constructed under a dwelling.

H. Minimum Living Area and Design Requirements. Manufactured or modular housing may be allowed within the development provided the following minimum standards are met, and provided the overall plan is approved in writing by the Committee under the standards, rules, and procedures

set forth in these covenants. All structures must contain at least 800 square feet of living area, exclusive of porches and decks, must be at least 20 feet wide, and must have a shingle roof or other roof of high quality material, must have masonite or high quality wood siding, or other siding of equal or higher quality as determined by the Committee, must be skirted with a material acceptable to the Committee, and must have a permanent foundation. All wheels, axles, or tongues must be removed from the structure. These are minimum requirements, and the Committee may establish more stringent requirements in its sole discretion. Manufactured housing means the type of home constructed off-site out of prefabricated materials and then delivered to the site for final construction.

I. Nuisances. No noxious or offensive activity shall be carried on within any portion of Leisure Lakes, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

J. Clearing of Underbrush. No clearing of vegetation or trees larger than four inches in diameter shall be permitted except:

(1) The removal of underbrush shall be permitted.

(2) All trees and vegetation may be removed but only as may be necessary for the construction of a dwelling, driveway, or other improvement approved by the Architectural Control Committee.

(3) All lots shall be maintained so as to prevent erosion.

(4) It is expressly recognized that it is vital to the quality of the environment in the development that no erosion problems arise that might jeopardize the purity of the lakes. In order to meet this goal, owners are encouraged to maintain as much of the existing vegetation as possible and to replace any vegetation that it may be necessary to remove. Clearing of vegetation may be undertaken only with the prior written approval of the Committee and then only when necessary to construct a dwelling or other approved structure.

(5) No clearing or destruction of any vegetation whatsoever shall be allowed on any lot until a landscape plan has been approved in writing by the Committee, and such plan shall specifically designate the vegetation to be removed.

K. Underground Utilities. All utilities within Leisure Lakes shall be placed underground, except for temporary utilities which may be necessary during the construction of a structure or improvement.

L. Use of Fill. No owner or person acting for an owner shall bring any fill material into Leisure Lakes without the prior written approval of the Committee, which approval shall be given only upon a showing that the use of such fill is necessary to a particular construction project, and upon a showing that the use of such fill will not change or adversely affect the drainage pattern within Leisure Lakes.

M. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of a building site in an area exposed to view from any road passing by any portion of the building site, or to the view of anyone on the lake with regard to lakefront lots.

N. Window Units. No heating or air-conditioning unit fitting inside a window shall be permitted in the front of the home. All such units, if any, shall be placed on the sides or rear of the home.

O. Storage of Personal Property. All personal property kept on the premises of a building site, including boats, shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home. However, junk cars, old appliances or the like are not permitted anywhere on the property, including the front, side or to the rear of the property. Any such personal property, if it is to be stored on the property, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty days notice to owner, the Association may come upon the building site to remove property being stored in violation of this provision, all at the expense of the owner, which may be regarded as an assessment lien. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of five (5) days or longer.

P. Septic Tanks. Prior to the occupancy of a dwelling or home, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or tanks constructed on the lot for the disposal of all sewage and all sewage shall be emptied or discharged into such main or tanks. No sewage or other waste material shall be emptied or discharged in any other manner. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Each lot owner shall obtain the required permits from Washington County, including but not limited to sewer permits, well permits and building permits. In no event shall a septic tank or any part of a drainfield be located on the lake side of the construction control setback line as shown on the respective recorded plats as referred to in Article III above; the construction control setback line is located 250 feet from the right-of-way of the roads which circle Lake Denise and Lake Suzanne.

Q. Garbage and Trash Disposal. No garbage, refuse, junk or rubbish shall be deposited or kept on any lot or building site except in a suitable container and all containers shall be kept within a wooden enclosure or other enclosure acceptable to the Committee. Such containers shall be kept at the rear of the house. In no way shall the garbage containers be visible when facing the front of the home.

R. Fires. Open fires shall be prohibited within Leisure Lakes unless they are monitored at all times by a person having a water source to put out any fires that spread.

S. Docks. If a building site is located contiguous to water, a dock may be constructed but shall extend no longer than thirty (30) feet into the water or be wider than ten (10) feet. No boat slips shall be permitted on any body of water in Leisure Lakes and no boat house shall be constructed on any body of water within Leisure Lakes. No dock shall be constructed other than a floating dock nor shall any dock extend or be constructed so as to block or in any other way impede the flow of traffic over and across the twenty-five (25) foot pedestrian easement that extends landward of the mean high water mark of Lakes Denise and Suzanne.

T. Boats on Lakes. No lot owner or his guests or successors shall use any mechanically powered boats upon the lakes within Leisure Lakes except that electric motors not to exceed five horsepower shall be permitted. No water skiing shall be allowed on the lakes at any time. Boats with gas powered motors permanently affixed to the transom may be used on the lakes so long as said gas powered motor is not started at any time including to facilitate loading or unloading.

U. Signs. No sign of any kind shall be displayed to the public view on any building site except reasonable signs advertising the property for sale, with the prior written approval of Leisure Lakes Property Owners Association, Inc. as to size, type, color, etc.

V. Vehicle Parking. There shall be no on-street parking whatsoever of any vehicles, including but not limited to boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception. For safety considerations and for aesthetic considerations, all vehicles shall be parked on the property; and if at all possible, parked or stored in the manner so that they are not visible from the street or any other residence.

W. Horses. Horses are permitted on a building site only if the building site is a minimum 2-acre site. On such sites, there shall be allowed one horse per acre. In no event are horses allowed to be kept on lakefront property.

X. Livestock. Other than stated above, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

Y. Pets Generally. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

Z. Dogs. Dogs must be kept on a leash, be fenced in a yard, kept in the house or be at the voice command of the owner or other responsible person. Any dog creating a nuisance in the neighborhood, be it from excessive barking, chasing cars, chasing people or the like, shall result in the Association taking whatever action is appropriate to remove such nuisance.

AA. Limited Lakefront Easement. There shall be a pedestrian easement for the distance of 25 feet landward from the mean high water line on Lakes Denise and Suzanne as shown by the recorded plat. This easement shall be for use by Leisure Lakes property owners only.

BB. Common Access Easement. Each owner shall have a perpetual easement for ingress and egress across those areas designated as lake access paths or easements, horseback riding paths or easements, and the like. Such ingress and egress and travel easements shall be limited to foot traffic or to horseback riding where that is designated and shall extend only to an owner of a building site, his family and his guests.

CC. Wells. No shallow wells can be permitted on any lot; provided, however, that deep wells which draw water from the Florida aquifer shall be permitted until a central water system is constructed. If a central water system is constructed so that water is available to a building site, the use of any previously constructed well on such building site shall be discontinued and the owner of such site shall be required to tap into and purchase water from the owner of such central water system. A central water system may be installed but this is not a promised improvement. All pumps must be covered.

DD. Utility Easement. The Association reserves unto itself, its successors and assigns, a perpetual and alienable easement and right on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public

conveniences or utilities on, in or over those portions of each lot, parcel or tract of land, as may be reasonably required for utility line purposes, provided, however, that no such easement shall be applicable to any portion of such lot, parcel or tract, as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Association, or (b) such portion of each lot, parcel or tract as may be designed as the site for a building on a plot plan for erection of a building which has been filed with the Association and which has been approved in writing by the Association. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Association but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

EE. Air-Conditioning Units. In any residential area, the location and design of air-conditioning units must be approved by the Committee prior to the construction and the location and size of such units shall be shown on the plans presented to the Committee.

FF. Maintenance. All owners or tenants (whichever has responsibility for maintenance) must maintain structures in good repair and keep the same safe, clean and orderly in appearance at all times, and to maintain such structures in an attractive manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards, and where the Committee notifies the particular owner or tenant in writing that said structure fails to meet acceptable standards, said owner or tenant shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the owner or tenants hereby covenant and agree that the Association may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the expense, solely, of the owner or tenant in question.

GG. Hunting Prohibited. There shall be no hunting or discharge of firearms whatsoever on any building site or lot by any person, including the owner of such building site or lot.

HH. Camping Prohibited. Overnight camping on any building site is prohibited; and recreational vehicles (RV's) are prohibited at all times on all lots, unless such lots are specifically designated in writing for use as RV sites.

II. Perimeter Control. The Declarant shall have the right to construct and maintain a perimeter fence around the boundary of the property known as Leisure Lakes, including all of the property described in Article III above. Accordingly, the Declarant shall have an easement across a 10 foot area of each road abutting the perimeter of Leisure Lakes, for the purpose of maintaining said fence. No owner of any road within Leisure Lakes shall allow any access through or across such owners' property which would allow any persons who are not owners of property at Leisure Lakes to have access into Leisure Lakes or any of the roads running throughout Leisure Lakes. The above-referenced easement applies specifically to the following lots:

B181	B193	B209	B267	B128	B149	B167
B182	B194	B209A	B268	B134	B150	B168
B183	B202	A133	B112	B135	B152	B169
B186	B203	A135	B113	B136	B153	B174
B187	B204	A136	B114	B143	B159	B180
B188	B205	B264	B115	B144	B160	
B189	B206	B265	B126	B145	B161	
B192	B208	B266	B127	B146	B162	

JJ. Roadway Easement. The Association shall have an easement for roadway right-of-way purposes over and across an area extending 20 feet from and parallel to the northerly right-of-way boundary of Flatwood Drive as shown on the plat recorded at plat book 3, page 179 of the public records of Washington County, Florida as to lots B63 and B64 of said plat; and shall have an easement for roadway right-of-way purposes over and across an area extending 20 feet from and parallel to the southerly right-of-way boundary of Flatwood Drive as shown on the above-referenced plat as to lots B65, B66 and B67. This easement shall include the right to plat and cut grass and to generally maintain the right-of-way.

ARTICLE VII

DURATION, AMENDMENT AND ENFORCEMENT

A. Basis of Covenants. The protective covenants and restrictions contained in this Declaration shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the Association which shall be deemed an agent for all of its members for such purposes.

The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or organization of its rights to enforce the same, nor shall any liability attach to the Association or any other person or organization for failure to enforce such covenants.

B. Duration of Covenants. These covenants shall be binding until January 1, 2004, at which time said covenants and restrictions shall be automatically extended for successive 10-year periods unless a majority of the then owners of building sites conveyed agree to amend them in whole or in part. Any such agreement shall be by an instrument signed in writing and recorded. Joint owners of any lot shall be considered as one owner for purposes of calculating a majority.

C. Amendments. Any of the Articles herein may be amended to modify, create or delete provisions by the filing of an appropriate document in the public records of Washington County, Florida, by majority vote of the Association in the manner provided in Article IV C.

Any amendment to these covenants made pursuant to the provisions of this section shall be retroactively effective to the initial recordation of such covenants as recorded in Official Records Book 201, page 598 of the Public Records of Washington County, Florida, on June 1, 1984, and no owner or other person, firm, corporation or other entity shall be deemed to have acquired any right to enforce a covenant inconsistent with such amendment so as to prevent the full application and effectiveness of these covenants as they may be amended from time to time. The legal effect of this provision is and shall be that no person, firm, corporation or other legal entity shall have the right to commence or maintain any action for the enforcement of any covenant unless the covenant sought to be enforced is still in

full force and effect pursuant to these protective covenants, as they may be amended from time to time, at the time such action is commenced.

D. Severability. The invalidity of any provision of this Declaration shall not affect the enforceability or validity of any other provision hereof.

E. Interpretation of Covenants. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of the Declaration in good faith. All such interpretations shall be binding on the property owners unless revisited by the Board.

ARTICLE VIII

ADDITIONAL DUTIES OF ASSOCIATION

Because of the unique and sensitive nature of this Leisure Lakes Development, the Association shall have the following powers, duties and responsibilities in addition to those specified earlier in these protective covenants.

A. Fire Protection. The Association will cooperate with the necessary governmental entities in assuring adequate fire protection within Leisure Lakes. If such protection cannot be provided by governmental entities, the Association will attempt to reach an agreement with the other property owners in Leisure Lakes to finance, operate and maintain a volunteer fire department. If this cannot be accomplished, the Association shall have the power to finance, operate and maintain an adequate fire department to protect Leisure Lakes. The cost of such fire department may be paid from the annual charges or via special assessments and shall be subject to all of the provisions of Article IV above.

B. Solid Waste Disposal. The Association shall cooperate with the Board of County Commissioners of Washington County to provide a method of disposing of the solid waste generated from Leisure Lakes. If the problem is not solved by the county or other governmental entity, the Association shall attempt to secure a franchise agreement with a responsible person, firm or corporation to remove the solid waste from Leisure Lakes under rules and regulations promulgated by the Association. If such a franchise agreement is not secured, then the Association shall have the power to finance, operate and maintain a solid waste disposal operation to adequately dispose of all the solid waste generated within Leisure Lakes. Such operation shall be paid from the annual charges or special assessments outlined in Article IV above, and shall be subject to all the provisions of Article IV. The solid waste disposal system discussed in this section shall include a system for the timely removal of litter from the lakefront areas and other areas of common ownership.

C. Road Maintenance. The Association shall maintain and repair all roads within the development and shall have the power to acquire such equipment as may be necessary to effectuate this purpose. The cost of such road maintenance and repair shall be paid through the annual charges and special assessments described in Article IV above and shall otherwise be subject to all the provisions of said Article IV.

D. Pest Control. The Association shall cooperate with the Board of County Commissioners of Washington County in providing a program for pest control within Leisure Lakes. Such pest control program shall be coordinated with the State Division

of Health and other governmental agencies. The cost of this pest control program shall be financed via the annual charge outlined under Article IV above and shall be subject to all the provisions of Article IV.

E. Security Force. The Association shall have the power to employ and maintain a security force for the purpose of maintaining adequate security within Leisure Lakes. To the extent possible, it is anticipated that primary security will be furnished by the Washington County Sheriff's Department and the security force to be maintained by the Association shall be kept at a minimum consistent with the basic security needs of Leisure Lakes. The cost of operating and maintaining this security force shall be paid from the annual charge set forth under Article IV above and shall be subject to all the provisions of Article IV.

IN WITNESS WHEREOF this Amendment has been executed and approved after a majority vote of the owners of building sites located in Leisure Lakes.

Signed, sealed and delivered in our presence as witnesses to all signing parties:

LEISURE LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

BY: Tommy Lee Berry
President

BY: Dennis J. Hornum
Secretary

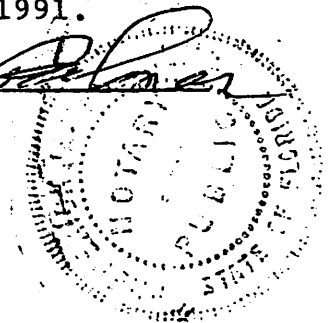
STATE OF FLORIDA)
COUNTY OF WASHINGTON)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____ as Secretary of LEISURE LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of JULY, 1991.

S E A L
My Commission Expires:

[Signature]
Notary Public



NOTARY PUBLIC
MY COMMISSION EXPIRES
BONDED BY _____
ON _____
IN _____