

right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots.

ARTICLE XIX ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owners shall maintain all such pets, pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of the pets shall be responsible for removing from Lots, Common Areas, and easement areas, any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article X of this Declaration. All pets shall at all times be confined within the Owner's dwelling; securely on a leash; or under strict voice control or the control of such other pet containment devices. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for such approved domestic crops or vegetables shall be visible from any street.

ARTICLE XX RADIO AND TELEVISION ANTENNA, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite antenna may be constructed, installed, or placed on a Home, or elsewhere on the Properties, without the prior written approval of the Architectural Committee, obtained in accordance with Article X, of the design, aesthetics, placement, and method of affixing such antenna. Sports and play equipment such as basketball goals and playground equipment shall be located to the rear of the dwelling in a manner in which it is not visible from any street. No tank, container, or cylinder for the storage of fuel, gas, water or other substance, shall be placed or permitted to remain on any Lot, unless the tank is completely buried below ground and location of the tank is approved by the Architectural Committee; provided, however, that appurtenant valves and meters need not be buried below ground.

ARTICLE XXI MAIL BOXES

No mail box or 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 the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee in accordance with Article X of this Declaration. Neither mail boxes nor other structures shall be located upon City of Tallahassee right-of-way, utility easements or "buffer areas."

ARTICLE XXII EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his or her Lot, and the exterior of the Home and other improvements located on the Lot, in a neat and attractive condition and in good repair. The Owner of a Lot shall not locate, or permit to remain on its Lot, any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, if the location of same will obstruct the vision of a motorist and constitute a safety hazard, upon any of the streets within or providing access to the Properties. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon (or arrange for the entry upon) such Lot and provide (or arrange for the provision of) such maintenance or make such repairs and replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder shall be referred to as Special Assessments. Such amounts may be enforced and collected, together with interest and attorneys' fees, in the manner assessed, enforced, and collected under Article VIII. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the owner, to enter upon any such Lots between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XXIII RECREATIONAL VEHICLES AND ACTIVITIES

No boat, trailer, motorcycle, motor home, mobile home, camper, van, plane, or recreational vehicle of any type, may be parked nor stored on any street or any Lot except within an enclosed garage or otherwise screened from view from the street or neighboring Lots. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XXIV ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. 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 the Declarant's sole discretion, determines necessary, appropriate or desirable.

**ARTICLE XXV
VEHICLES PROHIBITED**

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No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

**ARTICLE XXVI
GARBAGE AND REFUSE DISPOSAL**

No trash, scraps, litter, leaves, limbs, clippings, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot or the Common Areas, except in sanitary receptacles or containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street nor from any private or common driveway, except for those time designated for collection by the appropriate waste management and collection authority. Owners shall make individual arrangements for the prompt and regular removal of all garbage, refuse and trash from the Lot. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of any Lot or the Common Areas.

**ARTICLE XXVII
OWNERS' LIABILITY**

Section 1. Right to Cure. Should any Owner or any person, firm or entity claiming by, through or under Owner, do any of the following:

- (a) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or
- (b) Cause any damage to any improvement or Common Area; or
- (c) Impede the Declarant or Association from exercising its rights or performing its responsibilities hereunder; or
- (d) Undertake unauthorized improvements or modifications to a Lot or to the Common Area; or
- (e) Impede the Declarant from proceeding with or completing the development of the Community, as the case may be.

Then, the Declarant and/or the Association where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be,

remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees incurred shall be assessed against the Owner as a Special Assessment or otherwise, as the case may be.

Section 2. Non-Monetary Defaults. In the event of a violation other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or Association or any other Owner shall notify the party violating such provisions of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

(a) Commence an action to enforce the performance or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, without bond; and/or

(b) Commence an action to recover damages; and/or

(c) Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action including reasonable attorneys' (and paralegals') fees at all levels including appeals, bankruptcy and collections, shall be assessed against the Owner, as a Special Assessment or otherwise, and shall be immediately due and payable without further notice.

Section 3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies, and privileges granted to the Declarant and/or Association and/or Architectural Committee pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

Section 6. Fines. In addition to the fines established herein, and all other remedies provided for in this Declaration, if and to the extent permitted by law, the Association shall have

the right to impose additional fines on an Owner for failure of an Owner, or persons, firms or entities claiming by, through or under the Owner, to comply with any provisions of this Declaration, Rules and Regulations, or Community Standards, provided, however, that the Association grant reasonable notice and opportunity to be heard. The decisions of the Association shall be final. Fines shall be in such reasonable and uniform amounts as the Association shall determine and shall be assessed against the Owner as a Special Assessment.

ARTICLE XXVIII RIGHTS OF DECLARANT

Section 1. Sales and Administrative Office. For so long as the Declarant, or his nominee(s), owns any property in the Community or affected by this Declaration or maintains a sales and/or administrative office, the Declarant, or his nominee(s), shall have the right to take such action reasonably necessary to transact any business necessary to administer his interests, consummate the development of the Community and sales and/or leasing of Lots and/or Homes and/or other properties owned by Declarant. This right shall include, but not be limited to, the right to maintain models, sales or administrative offices and parking associated therewith, have signs on any portion of the Properties, including Common Area, employees in the models and offices, use of the Common Area and to show Lots. The sales and administrative office and signs and all items pertaining to development, sales and administration remain the property of the Declarant, or his nominees.

Section 2. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the Plat and/or Master Plan, modify the boundary lines of the Common Area, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, his nominees, or his agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in his sole and absolute discretion, to accomplish the same.

Section 3. Promotional Events. Prior to the Community Completion Date, Declarant and his nominees shall have the right, at any time, to hold marketing and promotional events within the Community and/or on the Common Area without any charge for use. Declarant or his nominees, agents, affiliates, or assignees shall have the right to market the Community and Lots in advertisements and other media by making reference to the Community, including, but not limited to, pictures of drawings of the Community, Common Area, Lots and Homes constructed in the Community.

Section 4. Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and his nominees shall have the right, without charge, to use the Properties and Common Area for the purpose of entertaining prospective purchasers of Lots or Homes, portions of the Properties or other properties.

Section 5. Franchise. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Area and shall be entitled to all income derived therefrom.

Section 6. Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in his sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, security systems, cable t.v., and other purposes over, upon and across the Properties so long as any said easements do not materially and adversely interfere with the intended use of Lots previously conveyed to Owners. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

Section 7. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees at all levels of proceeding. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

Section 8. Additional Development. In the event the Declarant does not subject all proposed real property in the Community to this Declaration, or after submission withdraws portions of the Properties from the operation of the Declaration, the Declarant or his nominees may, but is not obligated to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Area and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

Section 9. Representations. The Declarant makes no representations concerning development in the Community both within the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Properties or in the Community or adjacent or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 10. CATV. Declarant reserves unto himself and his nominees, successors, assigns and licensees the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems and electronic surveillance systems for all or any part of the Community, and such systems so designated by Declarant shall be the sole systems available for such purpose to serve the Lots. Declarant reserves unto itself and its nominees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Properties for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Properties for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, services provided by such systems are to serve all of the Lots, then the cost of the services may, as determined by Declarant, be Operating Costs of the Association and shall be assessed as a part of the Assessments. If any services provided by the system are provided only to some, but not all, of the Lots, then the cost of any such services shall be an expense for the benefit of the respective Lot to be assessed as a Special Assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion of the revenues derived from such systems as agreed, from time to time, between the provider of such system and Declarant.

Section 11. Non-Liability. Neither Association or Declarant shall in any way or manner be held liable or responsible for any violation of this Declaration by any other person or entity. Neither Declarant nor Association make any representations whatsoever as to the security of the Properties, or Lots. The Association and each Owner does hereby hold Declarant and Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, nor the Declarant, shall in any way be considered insurers or guarantors of security within the Properties, or Lots. All Owners specifically acknowledge that the Properties may have a perimeter security system, such as fences, walls, hedges, or the like on certain perimeter areas. Neither the Association nor the Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, and tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and officers, Declarant, his nominees or assigns, and the Architectural Committee and its members do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Section 12. Reserved Rights. The Declarant shall have all rights and privileges reserved to it elsewhere in this Declaration.

Section 13. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any nominee of Declarant has any further interest

of any kind in the Properties and/or Community; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by Declarant in a statement in writing placed in the Public Records; or (iv) twenty-five (25) years after the date of the recording of this Declaration in the Public Records.

ARTICLE XXIX ASSIGNMENT OF POWERS

All or any part of the rights, exemptions and powers and reservations of the Declarant, as the case may be, herein contained may be conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

ARTICLE XXX GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or by the Board, or the Declarant, as provided herein. The failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the provisions of this Declaration, as amended from time to time, by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Until the Community Completion Date, additional residential property and common areas may be annexed to the Properties by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lender). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an Annexation Notice in the Public Records. The Annexation Notice shall refer to this Declaration and, by doing so, shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and restrictions of this Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Properties. The Annexation Notice may contain additions to, deletions from, or modifications of, the covenants, conditions and restrictions contained in this Declaration as deemed appropriate by Declarant and as the Declarant may deem necessary to reflect the different character, if any, of the annexed lands.

After the Community Completion Date, additional lands may be annexed with the consent of the Board and membership of the Association obtained as set forth in Section 10 of this Article, and compliance with applicable governmental requirements.

Section 4. Withdrawal. Until the Community Completion Date, any portions of the Properties (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration, by recording a Withdrawal Notice in the Public Records. The right of Declarant to withdraw portions of the Properties shall not apply to any Lot which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lender).

Section 5. Paramount Right. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate or convey (by absolute conveyance, easement or otherwise), any portions of the Properties, for various public purposes, or to make any portions of the Properties part of the Common Area, or to create and/or implement a taxing district which may include all or any portion of the Properties.

Section 6. Vacating Recorded Plat. If required by applicable law or government regulation, Declarant will not vacate any portion of a Plat which provides for open space, unless it vacates the entire Plat of record.

Section 7. Dissolution. In the event of the dissolution of the Association, without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Area in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

Section 8. Owner. In the event of dissolution of the Association or a termination of this Declaration, except as specified to the contrary by Declarant, the Properties and each Lot shall continue to be subject to the provisions of this Declaration, including, but not limited to, Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of the Association and/or Declarant, as the case may be, for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association and/or Declarant to properly maintain, operate and preserve the Common Area. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of those portions of the Properties which had been Common Area and continues to be so used for the common use and/or enjoyment of the Owners.

Section 9. Development by Declarant for Swift Creek Partnership. No provisions contained herein shall prevent Declarant, Swift Creek Partnership or Declarant's contractors or subcontractor from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office by

Declarant or Declarant's assignees, including the use of the garage as a sales office thereby rendering the garage nonfunctional.

Section 10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded in the Public Records, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records, agreeing to terminate these covenants and restrictions. The Declarant shall have the unrestricted right, at any time until the Community Completion Date, to amend, modify, or otherwise change this Declaration as it, in its sole discretion, deems appropriate. After the Community Completion Date, except as provided to the contrary herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) seventy-five percent (75%) of the Board; and (ii) those persons or firms entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the Community Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the Community Completion Date, shall affect the rights of Declarant without the prior written consent of the Declarant, which may be withheld in Declarant's sole discretion. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Lender enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, if the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, including without limitation such approval required pursuant to Section 11 of this Article, then the prior written consent of such entity or agency must also be obtained.

Section 11. FHA/VA Approval. As long as there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration.

Section 12. Authority of Association. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

Section 13. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

(a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens or Community Standards);

- (b) the imposition and collection of Assessments as provided in this Declaration;
- (c) proceedings involving challenges to ad valorem taxation or;
- (d) counterclaims brought by the Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion.

Section 14. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

ARTICLE XXXI

ADDITIONAL SPECIAL PROVISIONS; PEDRICK ROAD FENCES; DAMAGE TO SIDEWALKS OR OTHER INFRASTRUCTURE; DEVELOPER'S RIGHT TO AMEND

Section 1. Special Requirements for Fences on Pedrick Road. All Lots which shall border Pedrick Road must have a fence along the rear property line installed concurrently with construction of a Home on such Lot. Fences shall be installed with the finished side displayed to the Pedrick Road right-of-way. All fences shall be installed so as to connect to the fence on adjacent lots. All fences shall be of the identical materials, height, construction and appearance as determined by the Architectural Committee.

Section 2. Damage to Streets, Sidewalks and other Infrastructure. Owners of Lots in the Community shall be responsible for damage to sidewalks, curbs, utility lines, stormwater facilities and other infrastructure constructed by developers of Swift Creek Woods, where such damage has been occasioned by such owners, or such owners' agents, licensees, invitees, material men or sub-contractors. The acceptance of infrastructure improvements by the City of Tallahassee shall be deemed conclusive as to the developer's construction of such facilities in terms of quality workmanship and suitability.

THE OWNERS OF LOTS IN SWIFT CREEK WOODS AND/OR THEIR RESPECTIVE BUILDERS ARE ADVISED THAT THE FAILURE TO PROPERLY REPAIR SUBDIVISION INFRASTRUCTURE (INCLUDING WITHOUT LIMITATION, SIDEWALKS AND CURBS) DAMAGED BY SUCH OWNER OR BUILDER OR THEIR EMPLOYEES, AGENTS, LICENSEES, INVITEES, MATERIAL MEN OR SUB-CONTRACTORS, MAY RESULT IN THE DENIAL OF THE CERTIFICATE OF OCCUPANCY BY THE CITY OF TALLAHASSEE FOR IMPROVEMENTS CONSTRUCTED UPON SUCH LOT(S) UNTIL SUCH DAMAGE SHALL BE PROPERLY REPAIRED.

Section 3. Applicability of Covenants. This Declaration shall be applicable only to the platted Lots and Common Area as shown on the Plat as accepted by Leon County, Florida, and recorded in the public records thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has
hereunto set its hand and seal this 9th day of July, 2001.

Witnesses:

Declarant:

M. Elaine Hebenthal

Byron B. Block
Byron B. Block, Managing Trustee

Printed Name:

M. Elaine Hebenthal

Witness:

Catherine H. Speidel

Printed Name:

Catherine H. Speidel

**STATE OF FLORIDA
COUNTY OF LEON**

BEFORE ME, the undersigned authority, appeared this 9th day of
July, 2001, Byron B. Block, who is personally known to me or who has
produced for me _____ as identification, and who
acknowledged voluntarily and knowingly executing the foregoing AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SWIFT CREEK WOODS for the purposes and consideration therein expressed, and who
did not take an oath.



M. Elaine Hebenthal
Notary Signature

M. Elaine Hebenthal
Notary Printed/Typed Name

My Commission Expires:

August 22, 2001

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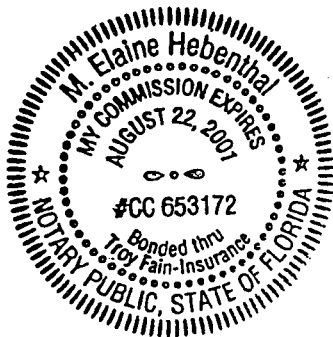
JOINDER:

SWIFT CREEK WOODS
HOMEOWNERS
ASSOCIATION, INC.

BY: Byron B. Block
PRINTNAME: Byron B. Block
TITLE: Managing Trustee

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, appeared this 9th day of July, 2001, Byron B. Block, the Managing Trustee of Swift Creek Woods Homeowner's Association, Inc., who is personally known to me or who has produced for me as identification, and who acknowledged executing the foregoing AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SWIFT CREEK WOODS with full authority of and on behalf of Swift Creek Woods Homeowner's Association, Inc., for the purposes and consideration therein expressed, and who did not take an oath.



M. Elaine Hebenthal
Notary Signature
M. Elaine Hebenthal
Notary Printed/Typed Name
My Commission Expires:
August 22, 2001

EXHIBIT "A"

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SWIFT CREEK WOODS

BEGIN AT A CONCRETE MONUMENT (MARKED #1254) MARKING THE SOUTHEAST CORNER OF COUNTRYSIDE AT BENJAMIN'S RUN, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 60 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND THENCE RUN WESTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID COUNTRYSIDE AT BENJAMIN'S RUN (AS MONUMENTED) THE FOLLOWING 29 COURSES: NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 80.00 FEET TO A CONCRETE MONUMENT (MARKED #1254), SOUTH 75 DEGREES 55 MINUTES 14 SECONDS WEST 121.53 FEET TO A CONCRETE MONUMENT (MARKED #1254), SOUTH 54 DEGREES 30 MINUTES 06 SECONDS WEST 106.71 FEET TO A RE-ROD (MARKED #1254), SOUTH 44 DEGREES 30 MINUTES 39 SECONDS WEST 97.46 FEET TO A CONCRETE MONUMENT (MARKED #1254), SOUTH 54 DEGREES 18 MINUTES 16 SECONDS WEST 97.27 FEET TO A CONCRETE MONUMENT (MARKED #1254), SOUTH 64 DEGREES 07 MINUTES 44 SECONDS WEST 97.39 FEET TO A CONCRETE MONUMENT (MARKED #1254), SOUTH 73 DEGREES 59 MINUTES 09 SECONDS WEST 97.34 FEET TO A CONCRETE MONUMENT (MARKED #1254), SOUTH 83 DEGREES 55 MINUTES 08 SECONDS WEST 99.36 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 89 DEGREES 46 MINUTES 09 SECONDS, WEST 84.91 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 89 DEGREES 38 MINUTES 48 SECONDS WEST 85.04 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 86 DEGREES 28 MINUTES 04 SECONDS WEST 86.75 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 83 DEGREES 50 MINUTES 48 SECONDS WEST 98.53 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 73 DEGREES 00 MINUTES 39 SECONDS WEST 95.64 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 64 DEGREES 26 MINUTES 24 SECONDS WEST 95.68 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 55 DEGREES 18 MINUTES 43 SECONDS WEST 99.47 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 48 DEGREES 52 MINUTES 40 SECONDS WEST 59.93 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 41 DEGREES 46 MINUTES 54 SECONDS WEST 98.80 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 32 DEGREES 58 MINUTES 29 SECONDS WEST 94.45 FEET TO A RE-ROD (MARKED #1254), NORTH 24 DEGREES 22 MINUTES 47 SECONDS WEST 94.36 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 16 DEGREES 04 MINUTES 13 SECONDS WEST 94.34 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 07 DEGREES 37 MINUTES 31 SECONDS WEST 94.35 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 00 DEGREES 49 MINUTES 00 SECONDS EAST 94.33 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 03 DEGREES 18 MINUTES 08 SECONDS EAST 84.77 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 03 DEGREES 15 MINUTES 23 SECONDS EAST 82.28 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 08 DEGREES 10 MINUTES 45 SECONDS WEST 44.59 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 29 DEGREES 31 MINUTES 16 SECONDS WEST 46.85 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH

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51 DEGREES 17 MINUTES 00 SECONDS WEST 46.51 FEET TO A CONCRETE MONUMENT (MARKED #1254), NORTH 73 DEGREES 16 MINUTES 21 SECONDS WEST 52.12 FEET TO A RE-ROD (MARKED #1254), NORTH 74 DEGREES 08 MINUTES 19 SECONDS WEST 107.94 FEET TO A CONCRETE MONUMENT (MARKED #1254), LYING ON THE SOUTHEASTERLY RIGHT OF WAY BOUNDARY OF PEDRICK ROAD (80.00 FOOT WIDE RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHWESTERLY, THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND CURVE HAVING A RADIUS OF 617.25 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 30 MINUTES 57 SECONDS FOR AN ARC DISTANCE OF 221.02 FEET [CHORD BEING SOUTH 36 DEGREES 42 MINUTES 18 SECONDS WEST 219.84 FEET TO A CONCRETE MONUMENT (MARKED #4261)] MARKING A POINT OF REVERSE CURVE TO THE LEFT, THENCE RUN SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND SAID REVERSE CURVE HAVING A RADIUS OF 781.16 FEET, THROUGH A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 57 SECONDS, FOR AN ARC DISTANCE OF 1227.03 FEET, CHORD BEING SOUTH 01 DEGREES 57 MINUTES 49 SECONDS WEST 1104.72 FEET TO CONCRETE MONUMENT (MARKED #4261) LYING ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF SAID PEDRICK ROAD, THENCE RUN SOUTH 43 DEGREES 02 MINUTES 10 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF SAID PEDRICK ROAD A DISTANCE OF 630.89 FEET TO A CONCRETE MONUMENT (MARKED #4261) MARKING A POINT OF CURVE TO THE LEFT, THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND SAID CURVE WITH A RADIUS OF 660.00 FEET, THROUGH A CENTRAL ANGLE OF 30 DEGREES 07 MINUTES 40 SECONDS FOR AN ARC DISTANCE OF 347.05 FEET, CHORD BEING SOUTH 58 DEGREES 04 MINUTES 04 SECONDS EAST 343.06 FEET TO A CONCRETE MONUMENT (MARKED #4261), THENCE RUN SOUTH 73 DEGREES 07 MINUTES 54 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 436.07 FEET TO A CONCRETE MONUMENT (MARKED #4261) MARKING A POINT OF CURVE TO THE RIGHT, THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND ALONG SAID CURVE WITH A RADIUS OF 540.00 FEET, THROUGH A CENTAL ANGLE OF 50 DEGREES 48 MINUTES 56 SECONDS, FOR AN ARC DISTANCE OF 478.92 FEET, CHORD BEING SOUTH 47 DEGREES 43 MINUTES 26 SECONDS EAST 463.38 FEET TO A CONCRETE MONUMENT (MARKED #4261) MARKING A POINT OF REVERSE CURVE TO THE LEFT, THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND ALONG SAID REVERSE CURVE WITH A RADIUS OF 360.00 FEET, THROUGH A CENTRAL ANGLE OF 67 DEGREES 41 MINUTES 53 SECONDS, FOR AN ARC DISTANCE OF 425.36 FEET, CHORD BEING SOUTH 56 DEGREES 09 MINUTES 55 SECONDS EAST 401.04 FEET TO A CONCRETE MONUMENT (MARKED #4261), THENCE RUN NORTH 89 DEGREES 59 MINUTES 09 SECONDS EAST 129.24 FEET TO A CONCRETE MONUMENT (MARKED #4261) LYING ON THE EASTERLY BOUNDARY OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST ALONG THE EASTERLY BOUNDARY OF SAID SECTION 36 (AS MONUMENTED) A DISTANCE OF 576.13 FEET TO A RE-ROD (MARKED #4261), THENCE RUN SOUTH 89 DEGREES 59

MINUTES 14 SECONDS WEST 32.08 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 27 DEGREES 14 MINUTES 15 SECONDS WEST 421.74 FEET TO A RE-ROD (MARKED #4261), THENCE RUN 08 DEGREES 05 MINUTES 40 SECONDS WEST 85.67 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 10 DEGREES 47 MINUTES 53 SECONDS EAST 165.03 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 04 DEGREES 38 MINUTES 44 SECONDS WEST 198.35 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 12 DEGREES 42 MINUTES 27 SECONDS WEST 282.03 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 46 DEGREES 58 MINUTES 54 SECONDS EAST 66.47 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 55 DEGREES 59 MINUTES 14 SECONDS EAST 69.39 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 74 DEGREES 44 MINUTES 42 SECONDS EAST 84.27 FEET TO A RE-ROD (MARKED #4261), THENCE RUN NORTH 89 DEGREES 59 MINUTES 14 SECONDS EAST 96.73 FEET TO A RE-ROD (MARKED #4261), LYING ON THE EASTERLY BOUNDARY OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE RUN NORTH 00 DEGREES 00 MINUTES 16 DEGREES EAST ALONG SAID EASTERLY BOUNDARY (AS MONUMENTED), A DISTANCE OF 80.25 FEET TO THE POINT OF BEGINNING. CONTAINING 55.38 ACRES MORE OR LESS.

SUBJECT TO AN ACCESS AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1868, PAGE 1794 AND 1795 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

This instrument was prepared
by and should be returned to:
Nancy M. Burke, Esq.
Katz, Kutter, Alderman,
Bryant & Yon, P.A.
106 E. College Avenue
Suite 1200
Tallahassee, Florida 32301

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STATE OF FLORIDA
COUNTY OF LEON

**FIRST AMENDMENT
TO
RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SWIFT CREEK WOODS**

This First Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Swift Creek Woods is made by BYRON BLOCK, as Managing Trustee ("Declarant"), and joined by the Swift Creek Woods Homeowner's Association, Inc., a Florida not-for-profit corporation ("Association").

STATEMENT OF PURPOSE AND INTENT

On August 31, 2001, Declarant recorded the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Swift Creek Woods (the "Declaration") in Official Records Book R2549, Page 00639 of the Public Records of Leon County, Florida. Article XXX, Section 10, of the Declaration provides that the Declarant may amend the Declaration in its sole discretion until such time as the "Community Completion Date", as that term is defined in the Declaration, has been reached. The Community Completion Date has not been reached as of the date of this Amendment. The Declarant desires to amend the Declaration in a certain respect and to evidence such amendment by this writing.

STATEMENT OF AMENDMENT

In accordance with the authority granted to Declarant under Article XXX, Section 10 of the Declaration, the Declarant amends the Declaration by deleting therefrom Article V, Section 3, and inserts in lieu thereof the following:

Section 3. Lawn Maintenance and Irrigation. Each Owner shall cut and trim the front, side and back lawns of Lot owned by such Owner. Owners may not use the common area irrigation system to irrigate lawns or plantings on a Lot.

IN WITNESS WHEREOF, the Declarant and the Association have amended the Declaration this 8th day of February, 2002.

Witnesses:

Declarant:

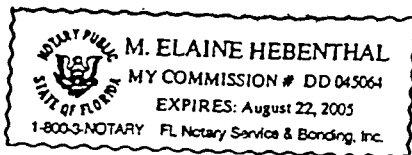
M. Elaine Heberthal
Printed Name: M. Elaine Heberthal

Byron B. Block
Byron B. Block, Managing Trustee

Catherine Speidel
Printed Name: Catherine Speidel

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, appeared this 8th day of February, 2002, Byron B. Block, who is personally known to me or who has produced for me _____ as identification, and who acknowledged voluntarily and knowingly executing the foregoing FIRST AMENDMENT TO RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SWIFT CREEK WOODS for the purposes and consideration therein expressed, and who did not take an oath.



M. Elaine Heberthal
Notary Signature
M. Elaine Heberthal
Notary Printed/Typed Name
My Commission Expires: August 22, 2005

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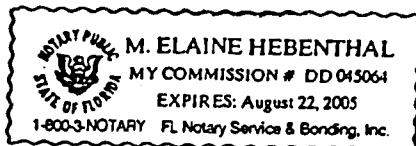
JOINDER:

SWIFT CREEK WOODS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Printed Name: Byron Block
Title: President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, appeared this 8th day of February, 2002
BYRON BLOCK, the President of Swift
Creek Woods Homeowner's Association, Inc., who is personally known to me or who has produced
for me _____ as identification, and who acknowledged
executing the foregoing AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SWIFT CREEK WOODS with full authority of and on
behalf of Swift Creek Woods Homeowner's Association, Inc., for the purposes and consideration
therein expressed, and who did not take an oath.



M. Elaine Hebenthal
Notary Signature
M. Elaine Hebenthal
Notary Printed/Typed Name
My Commission Expires: August 22, 2005

EXHIBIT "D"
to
Restated and Amended Declaration of
Covenants, Conditions and Restrictions
for
Swift Creek Woods

Commence at the Southeast corner of Countryside at Benjamin's Run, a subdivision as per map or plat thereof recorded in Plat Book 11, Page 60 of the Public Records of Leon County, Florida, and run South 00 degrees 00 minutes 16 seconds West 276.38 feet, thence run South 00 degrees 00 minutes 46 seconds East 1307.37 feet, thence run South 89 degrees 59 minutes 14 seconds West 69.03 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 12 degrees 03 minutes 13 seconds West 301.40 feet, thence run North 25 degrees 19 minutes 55 seconds West 281.78 feet, thence run South 05 degrees 47 minutes 27 seconds West 43.27 feet, thence run South 14 degrees 07 minutes 15 seconds West 71.65 feet, thence run South 22 degrees 17 minutes 26 seconds West 67.58 feet, thence run South 13 degrees 08 minutes 21 seconds West 68.47 feet, thence run South 08 degrees 26 minutes 05 seconds East 52.03 feet, thence run South 35 degrees 29 minutes 09 seconds East 79.23 feet, thence run South 43 degrees 40 minutes 39 seconds East 184.06 feet, thence run South 34 degrees 37 minutes 09 seconds East 84.62 feet, thence run North 58 degrees 06 minutes 34 seconds East 20.89 feet to the POINT OF BEGINNING containing 1.31 acres, more or less.

AND ALSO:

Commence at the Southeast corner of Countryside at Benjamin's Run, a subdivision as per map or plat thereof recorded in Plat Book 11, Page 60 of the Public Records of Leon County, Florida, and run South 00 degrees 00 minutes 16 seconds West 276.38 feet, thence run South 00 degrees 00 minutes 46 seconds East 1338.56 feet, thence run South 89 degrees 59 minutes 14 seconds West 62.37 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 12 degrees 03 minutes 13 seconds East 99.97 feet, thence run North 88 degrees 05 minutes 58 seconds East 25.20 feet, thence run South 04 degrees 43 minutes 59 seconds West 57.88 feet, thence run North 85 degrees 58 minutes 36 seconds West 23.40 feet, thence run North 12 degrees 02 minutes 43 seconds West 55.95 feet, thence run North 88 degrees 05 minutes 58 seconds East 12.09 feet, thence run North 17 degrees 56 minutes 44 seconds West 95.59 feet, thence run North 58 degrees 06 minutes 34 seconds East 13.08 feet to the POINT OF BEGINNING containing 0.06 acres, more or less.