

No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; however, a storage building that is not visible from the street and that is constructed of materials and painted in a color, similar to the material and color of the dwelling constructed on that Lot, may be approved by the Architectural Committee.

ARTICLE XI SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by the Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant or its affiliate shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

ARTICLE XII ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they are not kept on a chain, but are kept indoors or within a fenced-in rear yards. No dogs of a fighting breed or dogs kept for security may be kept outdoors except in the presence of the owner. Loud and consistently barking dogs shall not be allowed. The association may adopt and implement regulations and rules governing pets within the Properties.

ARTICLE XIII RADIO AND TELEVISION ANTENNA, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless the Architectural Committee has approved such installation and the size, color and design of the 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 for storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the Architectural Committee approves the location of the tank.

ARTICLE XIV MAIL BOXES

No mail or paper box or other receptacle of any kind for the use of 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.

ARTICLE XV EXTERIOR MAINTENANCE

Each Owner shall maintain the exterior of the building located on the Lot in a neat and attractive condition. 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 such Lot and provide such maintenance or make such repairs or 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 may be enforced and collected together with interest and attorney's fees, in the manner assessments are enforced and collected under the provisions of this Declaration. 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 lot between the hours of 7:00 a.m. and 6:00 p.m. during weekdays excluding holidays.

**ARTICLE XVI
PARTY WALLS**

Each wall that is built as a part of the original construction of the Townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this section the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall will be shared by the Owners who made use of the party wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the party wall may restore it and if the other Owners thereafter made use of the party wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to any remedy at law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against the elements. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title. In the event of any dispute concerning a party wall, or under the provisions of this Article, the matter shall be referred to the Board of Directors of the Association and the decision of the majority vote by that board shall be determinative of the matter and binding upon the parties.

**ARTICLE XVII
ROOFING**

The roof of each Duplex serves as the roof for both Townhouses within the Duplex building. The Townhouse Owners in each Duplex shall be equally responsible for the cost of maintenance, repair or replacement of the roof of the Duplex in which the Townhouse is located. If the roof of a Duplex is damaged or destroyed or is otherwise in need of repair or replacement, any Owner who has a Townhouse within the Duplex needing the repair or replacement, may after notice to the other adjoining Townhouse Owner, make such repairs or replacement, and the other Townhouse Owner shall contribute to the cost of such repair or replacement in equal shares. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rules of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision in this paragraph, any Townhouse Owner who by his negligent or willful acts causes damages to the roof of a Duplex thereby exposing the other Townhouse in the Duplex to the elements shall be liable for any such damage and shall bear the entire cost of furnishing the necessary protection against the elements for the other Townhouse.

**ARTICLE XVIII
BOATS, TRAILERS,
RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot, except within an enclosed garage. 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 XIX
ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise allow 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 XX VEHICLES PROHIBITED

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

ARTICLE XXI GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary 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 or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XXII GENERAL PROVISIONS

Section 1. Enforcement and Attorneys' Fees. 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, charges and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party in any litigation to require the Association to perform its obligations or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. The failure of 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 one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. The Declarant may annex additional residential property and/or common areas to the Properties in its sole discretion. It is anticipated that PARK CHARLESTON-PHASE II will be annexed to the Properties. Declarant shall have the sole and absolute authority to annex PARK CHARLESTON-PHASE II or any other additional property and/or common areas to the Properties without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association and the Owners shall, forthwith upon request of Declarant join in the annexation of PARK CHARLESTON-PHASE II or any other additional property and/or common areas and execute such instruments to evidence such joinder and consent as Declarant shall request. Any such annexation shall subject said land to and impose on said land these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties and its construction activities, 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 including the use of the garage as a sales office thereby rendering the garage non-functional.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Public records of LEON COUNTY, Florida, at the end of which period it shall be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument in which said covenants and restrictions are removed or modified in whole or in part, which instruments shall be filed for record in the appropriate LEON COUNTY Public Records and in the manner then provided by law.

Section 6. Amendments.

(a) By Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variances from any of the covenants and restrictions, other than those regarding payment of assessments, as to any Lot, including set back restrictions within its sole discretion. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Committee.

(b) By Owners. After termination of Class B membership in the Association, this Declaration may be amended by the consent of the Owners of two-thirds (2/3) of all Lots. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation. Any amendment must be recorded in the Public Records of Leon County, Florida.

(c) Limitations. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby.

(d) Effective Date. Any amendment to this Declaration shall become effective upon such amendment being recorded in the Public Records of Leon County, Florida.

Section 7. Subordination. No breach of any of the conditions contained in this Declaration or reentry by reason of such breach will defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot in the Subdivision; provided, however, that the conditions will be binding on any Owner whose title is acquired by foreclosure, Trustee's sale, or otherwise.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and the year first above written.

WITNESSES:

TURNER LAND ENTERPRISES, LLC,
a Florida limited liability company

John O'Reilly
Print Name: John O'Reilly

By: [Signature]
Frederick E. Turner
Its: Manager

Gretchen McKloski
Print Name: Gretchen McKloski

John O'Reilly
Print Name: John O'Reilly

By: [Signature]
Douglas E. Turner
Its: Manager

Gretchen McKloski
Print Name: Gretchen McKloski

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by Frederick E. Turner, as Manager of Turner Land Enterprises, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Signature

Print or type name.
NOTARY PUBLIC
My Commission #
Expires:

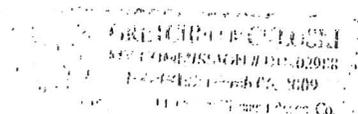
STATE OF FLORIDA,
COUNTY OF LEON.



The foregoing instrument was acknowledged before me this 13 day of October, 2005, by Douglas E. Turner, as Manager of Turner Land Enterprises, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Signature

Print or type name.
NOTARY PUBLIC
My Commission #
Expires:



JOINDER

Pursuant to those certain Warranty Deeds recorded in Official Records Book 3334, Page 2257; Official Records Book 3334, Page 2233 and Official Records Book 3334, Page 2244 all of the Public Records of Leon County, Florida, Northside Homes, LLC, a Florida limited liability company, is the owner of Lots 1, 7 and 8, Block A as shown on the Plat of PARK CHARLESTON-PHASE I, recorded in Plat Book 16, Pages 49-51 of the Public Records of Leon County, Florida. As owner of said Lots, Northside Homes, LLC, hereby joins in and consents to the above Declaration of Covenants, Conditions and Restrictions of Park Charleston and imposes upon said Lots all of the covenants, conditions, restrictions and easements provided therein.

Date: October 13, 2005

WITNESSES:

NORTHSIDE HOMES, LLC,
a Florida limited liability

John O'Reilly
Printed Name: John O'Reilly

By: [Signature]
Frederick E. Turner
Its: Manager

Gretchen McKloski
Printed Name: Gretchen McKloski

John O'Reilly
Printed Name: John O'Reilly

By: [Signature]
Douglas E. Turner
Its: Manager

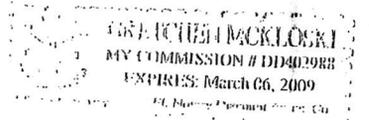
Gretchen McKloski
Printed Name: Gretchen McKloski

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by Frederick E. Turner, as Manager of Northside Homes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Signature

Print or type name.
NOTARY PUBLIC
My Commission #
Expires:



STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by Douglas E. Turner, as Manager of Northside Homes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Signature

Print or type name.
NOTARY PUBLIC
My Commission #
Expires:

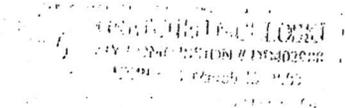


EXHIBIT "A"

A portion of the above described lands lying in Section 22, Township 1 North, Range 1 East, Leon County, Florida. Surveyed and more particularly described as follows:

COMMENCE at a concrete monument marking the Southeast corner of Lot "J" of the O. BERNARD SURVEY OF CLIFFORD HILL PLACE, as per map or plat thereof recorded in Deed Book "BB", Page 590, of the Public Records of Leon County, Florida, thence run North 00 degrees 00 minutes 08 seconds East for a distance of 474.10 feet to a concrete monument (#2919); thence run North 00 degrees 00 minutes 26 seconds East 290.01 feet to an iron pipe (1/2"); thence run North 01 degree 34 minutes 34 seconds East 57.88 feet to a set concrete monument (#7245) and the POINT OF BEGINNING; From said POINT OF BEGINNING continue North 01 degree 34 minutes 34 seconds East 170.10 feet to a found iron rod (#6844); thence run North 00 degrees 15 minutes 41 seconds West 660.10 feet to a concrete monument (#3208); thence North 00 degrees 54 minutes 58 seconds East 484.73 feet; thence South 89 degrees 01 minutes 58 seconds West 105.02 feet to an iron rod; thence North 04 degrees 42 minutes 16 seconds West 148.42 feet to the Southeasterly right of way boundary of Miccosukee Road (66' right of way); thence run South 66 degrees 28 minutes 28 seconds West along said right of way boundary a distance of 226.13 feet to a point on a curve concave Southeasterly; thence run Southwesterly along said right of way curve having a radius of 2515.09 feet; through a central angle of 08 degrees 43 minutes 44 seconds for an arc distance of 383.16 feet (the chord of said arc bears South 62 degrees 12 minutes 46 seconds West 382.79 feet) to a concrete monument; thence leaving said Southeasterly right of way boundary run South 00 degrees 00 minutes 40 seconds West 1352.17 feet to a set concrete monument (#7245); thence run South 89 degrees 59 minutes 19 seconds East 122.46 feet to a set concrete monument (#7245) lying on the Westerly right of way boundary of Harbor Club Drive (60' right of way); thence South 00 degrees 00 minutes 41 seconds West along said Westerly right of way boundary 30.00 feet to a set concrete monument (#7245); thence leaving said Westerly right of way boundary run South 59 degrees 36 minutes 44 seconds East 69.55 feet to a set concrete monument (#7245) lying on the Easterly right of way boundary of Harbor Club Drive (60' right of way) and a curve concave Southeasterly having a radius of 30.00 feet; thence Northeasterly along said right of way curve through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet, (chord of said arc being North 45 degrees 00 minutes 41 seconds East 42.43 feet) to a set concrete monument (#7245), said point being the point of intersection with the Southerly right of way boundary of Shadowmoss Drive (60' right of way); thence leaving said Southerly right of way boundary run North 00 degrees 00 minutes 41 seconds East 60.00 feet to a set concrete monument (#7245) lying on the Northerly right of way boundary of said Shadowmoss Drive (60' right of way) and a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along said right of way curve through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet, (chord of said arc being North 44 degrees 59 minutes 19 seconds West 42.43 feet) to a set concrete monument (#7245) marking the point of intersection with said Harbor Club Drive (60' right of way); thence North 00 degrees 00 minutes 41 seconds East along said right of way boundary 44.82 feet to a set concrete monument (#7245) lying on a curve concave Easterly having a radius of 136.00 feet; thence Northwesterly along said right of way curve through a central angle of 17 degrees 15 minutes 05 seconds for an arc distance of 40.95 feet, (chord of said arc being North 08 degrees 38 minutes 13 seconds East 40.79 feet) to a set concrete monument (#7245); thence North 17 degrees 15 minutes 46 seconds East along said right of way boundary 5.08 feet to a set concrete monument (#7245); thence leaving said right of way boundary run South 89 degrees 59 minutes 30 seconds East 292.38 feet to a set concrete monument (#7245) lying on the Westerly right of way boundary of Osprey Point Drive (60' right of way); thence leaving said Westerly right of way boundary run North 75 degrees 58 minutes 30 seconds East 61.85 feet to a set concrete monument (#7245) lying on the Easterly right of way boundary of Osprey Point Drive (60' right of way); thence leaving said right of way boundary run South 89 degrees 59 minutes 19 seconds East 111.53 feet to the POINT OF BEGINNING, containing 21.04 acres, more or less, and being located in Section 22, Township 1 North, Range 1 East, Leon County, Florida.

LESS AND EXCEPT

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block B as shown on the Plat of Park Charleston-Phase I recorded in Plat Book 16, Pages 49-51 of the Public Records of Leon County, Florida.