

This instrument was prepared by
and should be returned to:
Russell D. Gautier, Esquire
Moore, Williams, Bryant, Peebles
& Gautier, P.A.
Post Office Box 1169
Tallahassee, Florida 32302

CLERK OF THE CIRCUIT COURT
LEON COUNTY, FLORIDA

MAY 6 12 26 PM '93

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1204104

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MOORE POND**

This First Amendment is made and executed this 30th day of APRIL, 1993, by James C. Smith and Carole C. Smith, husband and wife, whose address is Post Office Box 228, Tallahassee, Florida, 32302 ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed and caused to be recorded in the Public Records of Leon County, Florida, that Declaration of Covenants, Conditions and Restrictions for Moore Pond dated September 23, 1992, and recorded in Official Records Book 1589, Page 215 of the Public Records of Leon County, Florida, (the "Declaration"); and

WHEREAS, Declarant is the owner of all Lots and other Property described in the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth.

NOW THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, Declarant agrees as follows:

1. Article XXXIII of the Declaration is hereby amended in its entirety to read as follows:

ARTICLE XXXIII

PROTECTION AND USE OF MOORE POND

The use of Moore Pond is restricted to the Owners of the Lots fronting on Moore Pond, the owners of the property described in "Exhibit C" attached hereto, the owners of the property described in "Exhibit D" attached hereto, and to members of James C. Smith's immediate family who own a Lot, and their respective immediate families and accompanied guests. No Owner of a Lot shall grant any easement or license to any other Lot Owner or third party across a lakefront Lot or Moore Pond or otherwise allow a use of Moore Pond contrary to the terms of this Declaration. Subject to the limitations set forth in this Declaration, each Owner of a Lot fronting on Moore Pond and the owners of the property described in "Exhibit C" and "Exhibit D" attached hereto shall have and enjoy an exclusive easement for access to the waters of Moore Pond and for such Owner's general use and enjoyment over and across Moore Pond confined to that area formed by and within an extension of the boundaries of the Lot to the water's edge and a non-exclusive easement over and across the waters of Moore Pond. Except as expressly provided in this Declaration, no

person shall have any right or authority to enter upon or use in any manner any portion of any property covered by the exclusive easements created and/or recognized herein without the specific consent and permission of the owner of such exclusive easement. Notwithstanding any provision herein to the contrary, the Owners of Lots 21, 22 and 23, Block A, shall have a non-exclusive easement and right of access to the waters of Moore Pond over and across an area ten (10) feet in width on either side of the stormwater management facility constructed between the said Lots and the waters of Moore Pond. This non-exclusive easement is for the sole purpose of providing the Owners of Lots 21, 22 and 23, Block A, with access to the waters of Moore Pond since access, as enjoyed by other Owners of Lots fronting on Moore Pond, is blocked or hampered by the stormwater management facility. The Association shall not grant any further easements for access to the waters of Moore Pond or for any other person's use and enjoyment within this exclusive easement area without the written consent and joinder of the owner of the exclusive easement. The foregoing provisions by which the said exclusive easements are established shall not be subject to amendment without the written consent and joinder of each respective Owner entitled to the exclusive easement. The exclusive easement granted in this Article XXXIII in favor of each Owner of a Lot fronting on Moore Pond shall be subject to the right of maintenance and other easement rights of the Association as set forth in this Declaration.

Nothing of any kind, including, but not limited to, boats, recreational equipment or furniture, may be stored or left overnight within fifty (50) feet of the boundaries of Moore Pond. No more than one (1) boat, not exceeding twenty (20) feet in length, shall be stored or left on any portion of a Lot, except entirely within an enclosed garage.

The Association shall have the full right and authority to operate and maintain Moore Pond as a stormwater management system and a stormwater discharge facility as exempted or permitted by any governmental authority, to establish rules and regulations for such operation and maintenance and to assess Owners to insure proper funding for such operation and maintenance, and to contract for services to provide the services for such operation and maintenance.

No dredging or filling shall be allowed or permitted on any Lot below Elevation 149.7 without the prior written consent, approval and permit of Leon County Department of Growth Management. No Lot Owner shall cause or allow any vegetation within thirty (30) feet landward of the Moore Pond normal water elevation of 134.6 to be removed, mowed, destroyed or otherwise altered or damaged, provided, however, Owners of each Lot may maintain a ten (10) feet wide path perpendicular to the water's edge for purposes of access. No landscaping or other planting shall be placed or permitted to remain in this protected area. The purpose of this protected area is to allow for the growth and protection of aquatic plants.

No permanent or temporary walkways, docks, boat houses or other structures shall be constructed or placed on or in Moore Pond or within fifty (50) feet of the

boundaries of Moore Pond, provided, however, the two existing docks (located upon the properties described in "Exhibit C" and "Exhibit D" attached hereto or the area of Moore Pond formed by the extensions of the boundaries of such outparcels) may be maintained, repaired and/or replaced in accordance with the restrictions previously placed on the said properties. The said existing docks shall be subject to the sole and exclusive use and possession of the owner of the said outparcels and the exclusive easement on which the dock is located, and no Owner shall have any right to use the said existing docks. The foregoing provision shall not be subject to amendment without the written consent and joinder of the said owner of the said adjoining outparcels. No gasoline motors (whether inboard or outboard and without regard to size) shall be permitted on Moore Pond. No swimming or bathing shall be allowed in Moore Pond.

The Owners of all Lots shall restrict their use of pesticides, herbicides and fertilizers to the minimum necessary to maintain approved landscaping in a reasonable manner, not to exceed the lowest possible label rates. Pesticides, herbicides and fertilizers shall be further restricted to those materials which have rapid decomposition characteristics and are labeled for aquatic use. Fertilizer constituents shall have at least fifty percent (50%) slow release characteristics, be applied at a rate per application not to exceed the lowest rate per application, be a non-phosphorous or low-phosphorous analysis and be formulated for good slope retention characteristics.

Each Owner of a Lot fronting on Moore Pond and the owners of the properties described in "Exhibit C" and "Exhibit D" attached hereto shall have riparian rights over and across all of the waters of Moore Pond for boating, fishing and recreational purposes to the fullest extent as if the boundaries of the Lot extended into that portion of Moore Pond covered by the waters of Moore Pond.

Notwithstanding the provisions set forth in Article III of this Declaration or elsewhere in this Declaration or in the Articles of Incorporation or By-Laws of the Association, any alteration, improvement or maintenance program affecting Moore Pond which requires approval by the members of the Association shall additionally require the approval by two-thirds (2/3) of the total votes entitled to be cast by all Owners of Lots fronting on Moore Pond. Additionally, any alteration, improvement or maintenance program affecting Moore Pond which does not require approval by the members shall be discontinued upon the vote of two-thirds (2/3) of the total votes entitled to be cast by all Owners of Lots fronting on Moore Pond unless such alteration, improvement or maintenance has been directed or ordered by any court of competent jurisdiction or governmental authority.

2. The Declaration, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed the day and year first above written.

WITNESSES:

(1) [Signature]
Signature
LISA L. SPOONER
Print or type name.

[Signature]
James C. Smith

(2) William M. Lee
Signature
WILLIAM M. LEE
Print or type name.

WITNESSES:

(1) [Signature]
Signature
LISA L. SPOONER
Print or type name.

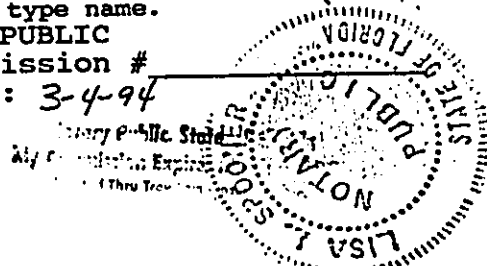
[Signature]
Carole C. Smith

(2) William M. Lee
Signature
WILLIAM M. LEE
Print or type name.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of APRIL, 1993, by James C. Smith, who is personally known to me or who has produced N/A as identification and who did not take an oath.

[Signature]
Signature
LISA L. SPOONER
Print or type name.
NOTARY PUBLIC
My Commission #
Expires: 3-4-94



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of APRIL, 1993, by Carole C. Smith, who is personally known to me or who has produced N/A as identification and who did not take an oath.

[Signature]
Signature
LISA L. SPOONER
Print or type name.
NOTARY PUBLIC
My Commission #
Expires: 3-4-94

