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THIS INSTRUMENT PREPARED BY:

GARVIN B. BOWDEN, Attorney
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
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Nicholas Thomas, Clerk Circuit Court Gadsden Co

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION

BUTLER FUNDING, INC., a Florida corporation, is the owner of the property described in Exhibit "A" located in Gadsden County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to BUTLER FUNDING, INC., the owner of the property described in Exhibit "A" and the developer of the Subdivision.. Upon conveyance of all or a portion of the property described in Exhibit "A", and upon execution and recording of an Assignment of Declarant's Rights, the assignee under such assignment shall become the Declarant under this Declaration.

2. "Association" shall mean and refer to TWIN PONDS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

3. "Board" shall mean and refer to the Board of Directors of TWIN PONDS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

4. "Lot": The property described in Exhibit "A" has been divided into parcels for sale by the Declarant. The plat of the Subdivision either has been or will be recorded in the Public Records of Gadsden County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "Lot".

5. "Member" shall mean every person or entity that holds membership in the Association.

6. "Subdivision" shall mean the property described in Exhibit "A" as divided into Lots as shown on the plat recorded in the Public Records of Gadsden County, Florida.

7. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a Lot, but shall not include those holding title as security for the performance of an obligation.

8. "Subdivision Plat" shall mean and refer that plat of the Subdivision recorded in the Public Records of Gadsden County, Florida.

9. "Improvement" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any Lot require the approval of the Committee.

10. "Committee" shall mean the Architectural Control Committee as defined below.

11. "Living Area" shall mean those heated and air-conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage areas.

12. "Common Area" shall mean any land or facilities which the Association owns or maintains, as identified in the Subdivision Plat, including but not limited to Open Space #1 and Open Space #2.

13. "Conservation Easements" shall mean and refer to those wetland areas identified in the Subdivision Plat as Conservation Easement #1, Conservation Easement #2, and Conservation Easement #3.

14. "Storm Water Management Facilities" shall mean and refer to those areas identified in the Subdivision Plat as S.W.M.F. or as Storm Water Management Facilities.

15. "Garden Areas" shall mean and refer to those areas identified as such on the Subdivision Plat.

ARTICLE II – TWIN PONDS SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

Section 1. General: Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Area; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the owners in the Subdivision. Declarant has filed with the Secretary of State of Florida, TWIN PONDS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a non-profit corporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and a copy of the Bylaws of the Association is attached hereto as Exhibit "C". The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but shall not be limited to, maintenance of the Common Area, easements and security systems. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of the Subdivision. The Association shall operate and maintain at its cost, and for the use and benefit of the owners of Lots in the Subdivision, all land owned by the Association.

Section 2. Membership in the Association: Any person who owns a Lot within the Subdivision that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any Lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the Lot. In the event the owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 3. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned.

"Class B" - Class B membership shall be the Declarant, or its assignees, who shall be entitled to exercise two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when Seventy-Five percent (75%) of the Lots are owned by persons or entities other than the Declarant, or its assignees, or when Declarant elects to terminate Class B membership, whichever occurs first.

ARTICLE III - ASSESSMENTS

Section 1. Creation of Lien and Owners' Obligation: Each owner of a Lot within the Subdivision by acceptance of a Deed to the Lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay to the Association, quarterly assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The quarterly and special assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Specifically, but without limitation, the assessments shall be used for the improvement and maintenance of the Common Area within the Subdivision, including but not limited to, the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

Section 3. Quarterly Assessments: Until changed by the Board, the quarterly assessments per Lot shall be Seventy-Five and 00/100 Dollars ($75.00). The quarterly assessments may be increased or decreased by the Board not more frequently than annually. The quarterly assessments provided for herein shall commence on the date designated by the Board.

Section 4. Change in Maximum Quarterly Assessment: The Association may change the maximum amount of the quarterly assessment fixed by Section 3 above prospectively for any quarterly period, provided that any such change shall be approved by two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Assessments: In addition to the quarterly assessments authorized by Section 3. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the Common Area, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of a majority of the

votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

Section 6. Quorum: The quorum required for any action authorized by Sections 4. and 5. above shall be as follows: At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4. and 5. hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his Lot.

Section 8. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any bona fide purchase money mortgage. A sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

Section 9. Right of Declarant: Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, Lots owned by Declarant shall be subject the annual assessment when more than 75 percent of the Lots have been sold or transferred by the Declarant.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Committee shall consist of one (1) to three (3) members appointed by the Board.

Section 2. Purpose: No building, fence, dock, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any Lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality and as to consistency with these Declarations.

Section 3. Approval Procedures: Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

ARTICLE V - USE RESTRICTIONS

The Subdivision shall be occupied and the Lots within the Subdivision shall be used only as follows:

Section 1. Each Lot shall be used as a residence for a single family and for no other purpose.

Section 2. No Lot within the Subdivision shall be further subdivided.

Section 3. No dwelling other than a detached, single-family home may be constructed on a Lot. No mobile homes or modular homes shall be allowed on any Lot in the Subdivision.

Section 4. No building on any Lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines specified on the recorded plat of the Subdivision or as permitted by the local governing authority. No driveway shall be located nearer than one (1) foot to an interior property line.

Section 5. No dwelling shall be constructed on any Lot that contains less than 2,000 square feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

Section 6. Subject to the provisions of Article IV above, all dwellings or structures located on any Lot shall be constructed in a manner so that any garage opening or garage door is located on either the rear or side of the dwelling.

Section 7. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence and shall not be visible from any street in the Subdivision.

Section 8. No mailbox, newspaper 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 any Lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Committee. Except for respective street numbers, all mailboxes, newspaper boxes and other such receptacles shall be identical throughout the Subdivision. If not already present and approved by the Committee, all mailboxes shall be purchased from the Declarant, or the Declarant's assignee, upon the purchase of any Lot. Owners shall, at their own expense, promptly repair or replace any mailbox, newspaper box or other receptacle that has been damaged, misplaced or destroyed, regardless of the cause of such damage or destruction.

Section 9. Subject to the provisions of Article IV above, no chain link fence of any kind shall be constructed on or about any Lot so as to be visible from any street in the Subdivision.

Section 10. No business, trade or commercial activity shall be conducted on any Lot.

Section 11. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than four (4) square feet advertising the property for sale.

Section 12. No antenna, satellite dish, or other device for the transmission or reception of television or radio signals (including amateur or ham radios) shall be permitted on any Lot, except for those devices whose installation and use is protected under federal law or regulations, generally under one meter in diameter. Any such permitted devise shall be pre-approved by the Committee and shall be installed so that it is not visible from the streets or Common Area of the Subdivision or, if complete concealment is not reasonably obtainable, in a manner that provides the least possible visibility from the streets or Common Area of the Subdivision.

Section 13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. All animals outside of lots shall be kept on a leash. In furtherance and not in limitation of the foregoing, pet owners are responsible for removing from the Lots, the Common Areas, and the easement areas; any excrement from their pets or animals.

Section 14. No basketball goal, basketball standard, backboard, or other sports equipment shall be installed on any Lot so as to be visible from any street or Common Area within the Subdivision.

Section 15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 16. There shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers. All vehicles belonging to Owners shall be parked within the garage whenever possible. Guest parking outside the garage shall be limited to four (4) days.

Section 17. All personal property kept on a Lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days' notice to owner, the Association may come upon the Lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer or does not have a current license tag.

Section 18. Certain Lots border on that body of water to the northeast of the Subdivision, such body of water being commonly known as Lake Frances (hereinafter "Lake Frances"). Only those Lots that border Lake Frances shall have a right of access to Lake Frances, namely Lots 11, 12, 13, 14, 15, 16, 17, 18 & 19, Block E, and Lots 16, 17, 18, 19, 20 & 21, Block C. No easement or right of access to Lake Frances is granted or otherwise implied for the benefit of Lots not specifically mentioned in this section.

Section 19. Certain Lots border on that small pond located in Block C and Block E of the Subdivision (hereinafter "the Subdivision Pond"). Only those Lots that border the Subdivision Pond shall have a right of access to the Subdivision Pond, namely Lots 3, 4, 5, 6, 7, 8, 9 & 10, Block E, and Lots 22, 23, 24, 25, 26, 27, 28, 29 & 30, Block C. No easement or right of access to the Subdivision Pond is granted or otherwise implied for the benefit of Lots not specifically mentioned in this section.

Section 20. Only non-combustion motors shall be permitted for use on or about Lake Frances or the Subdivision Pond.

Section 21. Subject to the provisions of Article IV above, no dock shall be constructed on or about Lake Frances or the Subdivision Pond with a roof, canopy or cover of any kind.

Section 22. As shown on the Subdivision Plat, certain Lots border on County Road 12/East Fairbanks Ferry Road to the south of the Subdivision, namely Lots 1 & 15, Block A; and Lots 7, 8, 9, 10, & 15, Block B; and Lots 1, 2, 3, 4, 5 & 6, Block C. On all such Lots there shall be a thirty (30) foot landscape and signage easement (hereafter "Landscape and Sign Easement") from the northerly right-of-way of County Road 12/East Fairbanks Ferry Road extending into such Lots for the purpose of preserving and maintaining a landscape buffer between such Lots and said roadway and for the purpose of constructing and maintaining Subdivision signage, lighting and landscaping at the two Subdivision entrances located at Twin Ponds Drive and County Road 12/East Fairbanks Ferry Road. Subject to the provisions of Article IV above, no dwelling, structure, out building, septic tank, fence, or improvement of any kind shall be constructed or located within the Landscape and Sign Easement. Furthermore, no Lot specifically mentioned in this section shall have a dwelling constructed on it in a manner so as to face County Road 12/East Fairbanks Ferry Road.

Section 23. As shown on the Subdivision Plat, there is a Wetland Buffer Setback Line located within twenty-five (25) feet of the Conservation Easements (hereinafter "the Wetland Buffer"). Subject to the provisions of Article IV above, no dwelling, structure, out building, septic tank, fence, or improvement of any kind shall be constructed or located within the Wetland Buffer.

Section 24. As shown on the Subdivision Plat, there are areas within the Subdivision identified as Garden Areas. Subject to the provisions of Article IV above, no dwelling, structure, out building, septic tank, fence, or improvement of any kind shall be constructed or located within the Garden Areas.

ARTICLE VI - COMMON AREA, EASEMENTS, OPEN AREAS

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Area: The Declarant shall convey to the Association the legal title to the Common Area free and clear of any liens within ninety (90) days of the date at which seventy-five percent (75%) of the Lots have been sold or deeded away by the Declarant. The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the members.

Section 3. Maintenance: As such areas are identified in the Subdivision Plat as being dedicated to the Association, the Association shall maintain all open areas, Common Areas, Landscape and Sign Easements, and Conservation Easements within the Subdivision.

ARTICLE VIII - ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the Lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE IX - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its assignees, or its or their contractors or subcontractors from doing or performing on all or any part of the Subdivision actually owned or controlled by Declarant or its assignees or upon the Common Area, whatever it determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

A. Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in lots by sale, lease or otherwise; and,

B. Conducting thereon its business of completing and establishing the property as a residential community and disposing of the property in Lots.

ARTICLE X - STORMWATER DRAINAGE; STORMWATER MANAGEMENT

The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for the drainage and treatment of stormwater, pursuant to applicable laws, rules and regulations and the permits issued for the Subdivision over, across, under and through those certain portions of the Subdivision identified on the Subdivision Plat as a "Drainage Easement" (hereinafter "Drainage Easements") and as a "Home Owner Drainage Easement" (hereinafter "Home Owner Drainage Easements"). The Drainage Easements and rights conveyed herein include the right to remove trees, bushes and/or shrubbery, make grade changes to the property encumbered by the Drainage Easements, and to take all such other actions which are reasonably necessary and associated with drainage and treatment of stormwater.

Pursuant to the Subdivision Plat, and upon recording of the Subdivision Plat, the Drainage Easements, the Home Owner Drainage Easements, and the Storm Water Management Facilities shall be dedicated to and shall be maintained by the Association. The placement of structures or other materials which may interfere with the Drainage Easements, the Home Owner Drainage Easements, or the Storm Water Management Facilities is prohibited.

Notwithstanding any of the foregoing, no Owner shall interfere with or obstruct, or allow another party to interfere with or obstruct, any Drainage Easement or Home Owner Drainage Easement. Furthermore, no Owner shall excavate, fill or reconfigure, or allow another party to excavate, fill or reconfigure, any swale or inlet within Home Owner Drainage Easements.

The Association shall have the power to enforce the foregoing requirements and prohibitions.

ARTICLE XI – NATURAL AREAS BUFFERS, WETLANDS AND CONSERVATION AREAS

The areas identified on the Subdivision Plat as Conservation Easements are intended to remain in their natural and undisturbed condition as natural conservation areas, unless disturbance thereof is approved by all applicable permitting authorities. As such, the removal or destruction of any tree, shrub or other vegetation from the Conservation Easements is strictly prohibited. Additionally, no dwelling, structure, out building, septic tank, fence, or improvement of any kind shall be constructed or located within the Conservation Easements.

ARTICLE XII - AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification 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. Declarant specifically reserves the right to amend or modify this Declaration (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to protect, clarify, or make internally consistent the provisions herein; and (iv) for any other purpose so long as a member's voting rights are not diluted and its assessments not increased except as provided herein, and so long as its rights to the use and enjoyment of his/her/their Lot is not materially altered. 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, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners: Except as provided in Section 3. of this Article, after termination of Class B membership in the Association, this Declaration may be amended by the consent of the owners of at least 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.

Section 3. Scrivenor's Errors and Nonmaterial Changes: Amendments for correction of scrivenor's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of any consent of the owners.

ARTICLE XIII - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or

terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Interpretation of Declaration: 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 this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof, and vice versa.

Section 6. Attorneys' Fees: Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 7. Declarant Obligations: The prevailing party in any litigation involving the obligations of the Declarant to incorporate the Association for the Subdivision or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements shall be entitled to recover its reasonable attorneys fees and costs from the non-prevailing party.

Section 8. FHA/VA Approval. As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of the Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 15th day of May, 2006.

WITNESSES:

Print Name: Alison Garcia

Print Name: Garvin Bowden

BUTLER FUNDING, INC., a Florida corporation

By: C. Victor Butler, Jr.
Its: President

STATE OF FLORIDA,
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15th day of May, 2006, by C. Victor Butler, Jr., as President of Butler Funding, Inc., a Florida corporation, on behalf of the company. He is personally known to me or produced _____ as identification.

Garvin Bowden
Commission # DD461540
Expires August 14, 2009

NOTARY PUBLIC, State of Florida
Print Name: Garvin Bowden
My Commission Expires: 8-14-2009

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 150003149 Recorded: 05/12/2015 10:00 AM

THIS INSTRUMENT PREPARED BY:
GARVIN B. BOWDEN, Attorney
Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A.
1300 Thomaswood Drive
Tallahassee, FL 32308
(850) 385-0070
Matter No.: 05.2675

OFFICIAL RECORDS: 1 of 2
Book: 802 Page: 809

Recording Fee: $18.50

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION (hereinafter "First Amendment") is made and executed as of the date set forth below by BUTLER FUNDING, INC., a Florida corporation, whose mailing address is 3185 S. Conway Road, Suite E, Orlando, Florida 32812 (hereinafter Declarant").

STATEMENT OF PRELIMINARY FACTS

WHEREAS, Declarant has caused that DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION (hereinafter "the Declaration") to be recorded in Official Records Book 640, at Page 61 of the Public Records of Gadsden County, Florida, with respect to that residential subdivision known as Twin Ponds.

WHEREAS, Declarant maintains its Class B membership in the Association (as defined in the Declaration) and such Class B membership has not yet been converted to Class A membership pursuant to Article II, Section 3 of the Declaration; and

WHEREAS, Declarant is desirous of amending the Declaration under the authority of Article XII, Section 1 of the Declaration.

TERMS

NOW THEREFORE, incorporating the above Statement of Preliminary Facts herein, the Declarant does hereby amend the Declaration as follows:

1. Section 24, Article V of the Declaration prohibiting the construction of improvements in the Garden Areas is hereby deleted in its entirety.

2. Article VII of the Declaration is hereby added to the Declaration to read in its entirety as follows:

ARTICLE VII – OWNERS' MAINTENANCE OBLIGATIONS

Section 1. Lots. Except as otherwise provided in the Declaration, each Lot and all improvements thereon and appurtenances thereto, shall be maintained in first class condition by the Owner thereof, in accordance with the requirements of the Declaration and the Rules and Regulations promulgated from time to time by the Association.

Section 2. Lawn Maintenance and Irrigation. Each Owner shall mow or bush hog its Lot or Lots at least once every three (3) months if there is no Home constructed on such Lot or Lots. Once a Home is constructed on a Lot, the Owner of such Lot shall cut and trim the front, side and back lawns of the Lot on a regular basis to maintain a cared-for and quality appearance.

Section 3. Right of Entry; Special Assessments for Remedial Maintenance. If an Owner fails to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board and after not less than ten (10) days' notice to the Owner, the Association has the right (but not the obligation) to enter (or arrange for the entry upon) such Lot and provide (or arrange for the provision of) maintenance or make 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 III. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees have the right, after reasonable notice to the owner, to enter upon any such Lots between the hours of 8:00 a.m. and sunset.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 7th day of May, 2015.

WITNESSES:

Print Name: Timothy D. James

Print Name: Jesse Cagle

BUTLER FUNDING, INC., a Florida corporation

By: C. Victor Butler, Jr.
Its: President

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

The foregoing instrument was acknowledged before me this 7th day of May, 2015, by C. Victor Butler, Jr., as President of Butler Funding, Inc., a Florida corporation, on behalf of the company. He is personally known to me or produced _____ as identification.

TIMOTHY D JAMES
Notary Public
Watauga Co., North Carolina
My Commission Expires Oct. 8, 2017

NOTARY PUBLIC
Print Name: Timothy D James
My Commission Expires: 10/8/2017

ACKNOWLEDGEMENT AND JOINDER

TWIN PONDS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., by and through its President, hereby acknowledges the above FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION and consents to the obligations of the Association as specified therein.

TWIN PONDS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: Betty Butler West
Its: President

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 8th day of May, 2015, by Betty Butler West as President of Twin Ponds Subdivision Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me or produced FL DL as identification.

JULIE J. COOPER
MY COMMISSION EXPIRES October 1, 2016
#EE 204207
Bonded thru Troy Fain - Insurance
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires: _____

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 170000798 Recorded: 02/02/2017 11:06 AM

OFFICIAL RECORDS: 1 of 4
Book: 828 Page: 34

Recording Fee: $35.50

Second Amendment to the Declaration of Covenants, Conditions, and Restrictions and Easements for TWIN PONDS SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION (hereinafter the "Second Amendment") is made and executed by **VIETH DEVELOPMENT NORTH FLORIDA, INC.**, a Florida Corporation, whose mailing address is 1644 Cross Pointe Way, Tallahassee, Florida 32308 (hereinafter "Declarant"). The Declarant was assigned its rights, interest, and ownership as Declarant by Butler Funding, Inc. A copy of the Assignment is attached hereto.

WHEREAS, Declarant amends the Declaration for Twin Ponds Subdivision and the First Amendment to the Declaration of Twin Ponds Subdivision, which are recorded at Official Records Book 640, Page 61 and Official Records Book 802, Page 809 respectively, in the Public Records of Gadsden County, Florida, as follows:

1) Article III, "Assessments", quarterly assessments will be substituted and changed to annual assessments. The assessment per lot for the annual assessments will be $300.00. The annual assessment fee shall be due on January 1st of each year beginning January 1, 2018 and late fees shall apply beginning on March 1st. The late fee shall be $20.00 per month.

2) Article IV, Section 1, "Membership", the Committee shall consist of one (1) to five (5) members.

3) Article IV, Section 3, "Approval Procedures", any approval requested of the Committee shall be submitted in full, in writing, to the Committee Chairperson.

4) Article V, "Use Restrictions", Section 5, No dwelling that contains less than 2,000 square feet of living area, exclusive of porches and garages, shall be constructed on any Lot, except the following lots may contain no less than 1,800 square feet:

    a. Block A- Lots 1, 7, 8, 15
    b. Block B- Lots 7, 8, 9, 10
    c. Block C- Lots 5, 6, 7, 10, 11, 12, 13, 14, 15
    d. Block D- Lots 3, 4

5) Article V, "Use Restrictions", Section 5, once construction starts, work shall be pursued diligently until completed and shall not exceed 12 months.

6) Article V, "Use Restrictions", Section 6, all primary dwellings or primary structures located on any Lot shall be constructed in a manner so that any garage opening or garage door is located on either the rear or side of the dwelling. The garage door or opening of a detached structure may be front facing as long as the structure is located at least 10 feet back from the front corner of the dwelling.

7) Article V, "Use Restrictions", Section 8, mailboxes, newspaper boxes, or receptacles of any kind do not need to be identical throughout the Subdivision. Mailboxes are not required to be purchased from the Declarant, but they still must be approved by the Committee.

8) Article V, "Use Restrictions", Section 9, no chain link fences shall be constructed on or about any Lot.

9) Article V, "Use Restrictions", Section 12, Television satellite dishes may be permitted with the pre-approval of the Committee and located and installed according to the provisions stated.

10) Article V, "Use Restrictions", Section 19, all owners of Lots in subdivision may have access to the Subdivision Pond via the access/easement/common area owned by the Association and located between Lots 21 and 22, Block C.

11) Article V, "Use Restrictions", Section 25, is hereby added and states the following:

> Section 25. Headwalls are to be built at the end of every driveway that requires a culvert; and they shall be constructed of brick, stone, or stucco, as approved by the Committee, in a manner that matches the design of the dwelling.

12) Article XIII, Section 2, "Notices", any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, or emailed, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

13) Except as amended herein, all other language of the Declaration and First Amendment remains in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this 1st day of February ~~January~~, 2017.

WITNESSES:

Signature

Clayton L. Torchton
Printed Name

Signature

DEBORAH A. ALTER
Printed Name

VIETH DEVELOPMENT NORTH FLORIDA, INC.

BY: Tom Vieth
TOM VIETH, Managing Member

BY: Susan Vieth
SUSAN VIETH, Managing Member

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared ***TOM VIETH and SUSAN VIETH as Managing Members of VIETH DEVELOPMENT OF NORTH FLORIDA, INC.****, and they acknowledged that they executed the foregoing instrument on behalf of the company pursuant to due authority. They are personally known to me or have produced sufficient identification and did take an oath or made appropriate acknowledgment.*

WITNESS my hand and seal this 1st *day of* ~~January~~ FEBRUARY *, 2017.*

Deborah A. Auter
Notary Signature.

(Notary Seal)

DEBORAH A. AUTER
Notary Printed Name

DEBORAH A. AUTER
MY COMMISSION # FF 200689
EXPIRES: April 29, 2019
Bonded Thru Notary Public Underwriters

ASSIGNMENT OF RIGHTS AS DECLARANT

BUTLER FUNDING, INC., hereafter referred to as Assignor, hereby assigns all of the rights, interest, and ownership as Declarant as defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Twin Ponds Subdivision as recorded in Official Records Book 640, Page 61 of the Public Records of Gadsden County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, to **VIETH DEVELOPMENT NORTH FLORIDA, INC.**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee all of the Assignor's right, title and interest in those covenants. Assignor hereby agrees to execute such other documents as may be necessary to enforce the rights assigned hereunder.

BUTLER FUNDING, INC.

BY: _____
NAME: C. Victor Butler, Jr.
ITS: President

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

BEFORE ME personally appeared, **C. VICTOR BUTLER, JR.**, as **PRESIDENT** of **BUTLER FUNDING, INC.**, who is personally known to me and who executed the foregoing instrument freely and voluntarily and who did not take an oath.

WITNESS my hand and official seal this 28th day September, 2016.

JESSE CAGLE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
APRIL 12, 2020
WATAUGA COUNTY, NC

_____
NOTARY PUBLIC

EXHIBIT
A

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 180003340 Recorded: 05/08/2018 9:55 AM

Recording Fee: $18.50

Third Amendment to the Declaration of Covenants, Conditions, and Restrictions and Easements for TWIN PONDS SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION (hereinafter the "Third Amendment") is made and executed by **VIETH DEVELOPMENT NORTH FLORIDA, INC.**, a Florida Corporation, whose mailing address is 1644 Cross Pointe Way, Tallahassee, Florida 32308 (hereinafter "Declarant"). The Declarant was assigned its rights, interest, and ownership as Declarant by Butler Funding, Inc.

WHEREAS, Declarant amends the Declaration for Twin Ponds Subdivision, the First Amendment to the Declaration of Twin Ponds Subdivision, and the Second Amendment to the Declaration of Twin Ponds Subdivision, which are recorded at Official Records Book 640, Page 61, Official Records Book 802, Page 809, and Official Records Book 828, Page 34 respectively, in the Public Records of Gadsden County, Florida, as follows:

1) Article II, Section 3, Voting Rights-

    a. The Declarant's Class B membership shall cease and be converted to Class A membership when 90% of the Lots are owned by others other than the Declarant, or when the Declarant elects to terminate Class B membership, whichever occurs first.

2) Article III, Section 9, Right of Declarant-

    a. Lots owned by the Declarant shall be subject to the annual assessment when more than 90% of the Lots have been sold or transferred by the Declarant.

3) Article IV, Section 3, Approval Procedures- The approval of plans are subject to builder approval by the Declarant.

    a. All new property owners shall have the option of choosing one of the Declarant's recommended builders.
    b. Declarant shall have the right to select, at Declarant's discretion, any builder the Declarant determines will produce a positive impact on the Subdivision.
    c. Recommended builders are subject to change.
    d. It is the obligation of the property owner to confirm a builder's current status with the Declarant.
    e. The builder must be confirmed with the Declarant prior to any alterations, improvements, or signs being placed on the property.
    f. In the event of any alterations or improvements by an unauthorized builder, the property owner may be subject to fines, liens or litigation.

g. All HOA dues and late fees must be paid in full and current prior to the approval of plans.
h. All requested construction information and material samples must be received in full before the 30-day review process will commence.

4) Article V, Use Restrictions, Section 3-

a. No "system built" homes or structures shall be allowed on any Lot in the Subdivision.

5) Except as amended herein, all other language of the Declaration, First Amendment and Second Amendment remain in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this 7th day of May, 2018.

WITNESSES:

Signature

Ann Black
Printed Name

Signature

Cooper Ferrell
Printed Name

VIETH DEVELOPMENT NORTH FLORIDA, INC.

BY: Tom Vieth
TOM VIETH, Managing Member

BY: Susan S. Vieth
SUSAN VIETH, Managing Member

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, *the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared* ***TOM VIETH and SUSAN VIETH as Managing Members of VIETH DEVELOPMENT OF NORTH FLORIDA, INC.,*** *and they acknowledged that they executed the foregoing instrument on behalf of the company pursuant to due authority. They are personally known to me or have produced sufficient identification and did take an oath or made appropriate acknowledgment.*

WITNESS my hand and seal this 7th *day of May, 2018.*

(Notary Seal)

Notary Signature

Cooper Ferrell
Notary Printed Name

COOPER EVAN FERRELL
MY COMMISSION # GG 113019
EXPIRES: June 8, 2021
Bonded Thru Notary Public Underwriters

ATLANTA
MIAMI
ORLANDO
ST. PETERSBURG
TAMPA
WEST PALM BEACH
TALLAHASSEE

CARLTON FIELDS
ATTORNEYS AT LAW

215 S. Monroe Street, Suite 500
Tallahassee, Florida 32301-1866
P.O. Drawer 190
Tallahassee, Florida 32302-0190

850.224.1585
850.222.0398 fax
www.carltonfields.com

May 15, 2006

Susan Freiden, Town Manager
Town of Havana
711 North Main Street
Havana, Florida 32333

Re: Twin Ponds Site Plan Review

Dear Susan:

I have reviewed the revised Twin Ponds site plan and site calculations sent to me by Moore Bass Consulting on May 12, 2006. I had a comment on the general notes concerning future division of lots. Karen Bass added the prohibition to those notes. I have not reviewed the drainage and utility plans. The site plan conforms to the requirements of the Performance Zoning Ordinance.

This project is designed as a conventional subdivision in the Development District. Site calculations result in a maximum of 685 dwelling units. The site plan indicates 97 lots. The minimum lot size for conventional subdivisions in the Development District is 8,500 square feet (0.195 acre). All lots shown on the site plan I reviewed, considerably exceed this.

If the subdivision is constructed according to the plans submitted, the zoning requirement to consider as individual dwellings are permitted are the setbacks. Setbacks are shown on the site plan as 30 feet front, 50 feet rear and 15 feet side minimum with a combined minimum of 48 feet. The other setback is from the edge of the wetland. The minimum here is 25 feet. This wetland setback line is indicated on the site plan as a series of small open circles. No construction is to be allowed between the setback line and the wetland boundary.

Sincerely,

Richard Winters, AICP
Town Planning Consultant

RW/bno

TAL#562134.1

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 180008432 Recorded: 11/27/2018 10:50 AM

OFFICIAL RECORDS: 1 of 2
Book: 854 Page: 1979

Recording Fee: $18.50

Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions and Easements for TWIN PONDS SUBDIVISION

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION (hereinafter the "Fourth Amendment") is made and executed by **VIETH DEVELOPMENT NORTH FLORIDA, INC.**, a Florida Corporation, whose mailing address is 1644 Cross Pointe Way, Tallahassee, Florida 32308 (hereinafter "Declarant"). The Declarant was assigned its rights, interest, and ownership as Declarant by Butler Funding, Inc.

WHEREAS, Declarant amends the Declaration for Twin Ponds Subdivision, the First Amendment to the Declaration of Twin Ponds Subdivision, and the Second Amendment to the Declaration of Twin Ponds Subdivision and the Third Amendment to the Declaration of Twin Ponds Subdivision, which are recorded at Official Records Book 640, Page 61, Official Records Book 802, Page 809, Official Records Book 828, Page 34, and Official Records Book 847, Page 100, respectively, in the Public Records of Gadsden County, Florida, as follows:

1) Article II, Section 3, Voting Rights-

   a. The Class B membership shall cease and be converted to Class A membership when seventy-five (75%) of the Lots are owned by persons or entities other than the Declarant, or its assignees, or when the Declarant elects to terminate Class B membership, whichever occurs first.

2) Article III, Section 9, Right of Declarant-

   a. Lots owned by the Declarant shall be subject to the annual assessment when more than seventy-five (75%) of the Lots have been sold or transferred by the Declarant.

3) Article IV, Section 4 (hereby added), Exceptions-

   a. Homes or structures built by Declarant for Declarant's personal use, model home use, or speculative sales shall not be subject to the Architectural Control Committee's notice or approval process for as long as Declarant retains Class B membership.

   b. The Architectural Control Committee's compliance deposit shall be waived for construction of Declarant's, personal use, model home use, or speculative sale homes for as long as Declarant retains Class B membership.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Fourth Declaration this 26 day of November, 2018.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

VIETH DEVELOPMENT NORTH FLORIDA, INC.

BY: _____
TOM VIETH, Managing Member

BY: _____
SUSAN VIETH, Managing Member

STATE OF FLORIDA
COUNTY OF LEON

*BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared **TOM VIETH and SUSAN VIETH as Managing Members of VIETH DEVELOPMENT OF NORTH FLORIDA, INC.**, and they acknowledged that they executed the foregoing instrument on behalf of the company pursuant to due authority. They are personally known to me or have produced sufficient identification and did take an oath or made appropriate acknowledgment.*

WITNESS my hand and seal this 26th day of November, 2018.

(Notary Seal)

Notary Signature

Notary Printed Name

STACY L. SMALL
MY COMMISSION # GG 043248
EXPIRES: November 8, 2020
Bonded Thru Notary Public Underwriters

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 200004271 Recorded: 06/17/2020 11:12 AM

Recording Fee: $27.00

OFFICIAL RECORDS: 1 of 3
Book: 878 Page: 1965

Fifth Amendment to the
Declaration of Covenants, Conditions, and Restrictions and Easements
for
TWIN PONDS SUBDIVISION

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TWIN PONDS SUBDIVISION (hereinafter the "Fifth Amendment") is made and executed by **VIETH DEVELOPMENT NORTH FLORIDA, INC.**, a Florida Corporation, whose mailing address is 335 Stillwater Lane, Havana FL 32333 (hereinafter "Declarant"). The Declarant was assigned its rights, interest and ownership as Declarant by Butler Funding, Inc.

WHEREAS, Declarant amends the Declaration for Twin Ponds Subdivision, the First Amendment to the Declaration of Twin Pond Subdivision, the Second Amendment to the Declaration of Twin Ponds Subdivision, the Third Amendment to the Declaration of Twin Pond Subdivision, and the Fourth Amendment to the Declaration of Twin Ponds Subdivision, which are recorded at Official Records Book 640, Page 61, Official Records Book 802, Page 809, Official Records Book 823, Page 34, Official Records Book 847, Page 100, and Official Records Book 854, Page 1979 respectively, in the Public Records of Gadsden County Florida as follows:

1) Article IV, Section 3, Approval Procedures- The approval of plans is subject to builder approval by the Declarant.
    a. Builder must be approved by Declarant, for each job, within 6 months of start of construction and before plans are approved. If construction has not commenced within 6 months, builder will need reconfirmation. Builder approval applies to all property, whether purchased prior to this amendment or after. Builder approval should be acknowledged in writing by the Declarant before contracting with a builder.
    b. Declarant may establish a certain number of builders to be approved during any particular time period, but Declarant will not be required or obligated to approve or remove approval from a builder if the established number is not met or exceeded. Declarant may periodically produce a list of approved builders, subject to change.
    c. Declarant will approve/disapprove builders at its discretion while considering the reputation and prosperity of the subdivision to achieve the desired property values for all the homeowners, based on the following, including but not limited to:

        i. Builders should routinely produce homes of size, quality, and value consistent with and proportional to the subdivision's goal of establishing and maintaining a high-

end subdivision with minimum 1,800 square foot entry level homes, and comparable to the home for which it is seeking approval to build in Twin Ponds.

ii. The minimum entry level value of homes shall be determined by the ACC and may be reevaluated from time to time. The initial minimum entry level value shall be $275,000.00 for an 1,800 square foot home (non-inclusive of the lot price) and shall increase commensurate with the increase in size of said home.

iii. Other considerations may include, but not be limited to, the builder's perceived reputation and integrity, and license history and status.

iv. All builders must be insured and licensed in the State of Florida. Declarant may make a judgement call on whether or not to approve a builder when reviewing his DBPR history and status.

v. The Declarant shall have the final decision, not to be disputed or opposed by the builder in question or the buyer/existing property owner, unless the Declarant's decision is a direct result of discrimination against a protected class.

d. Construction management companies, or contractors using a comparable business structure or practice, or where a contractor or qualified agent assigns a job to another builder, or the like, will NOT be considered.

e. Whenever possible, Declarant will listen to input and take into consideration the recommendations of the members of the Homeowners Association.

f. Neither Declarant nor Homeowners Association will suffer any liability or recourse should any part of amendment be misinterpreted.

g. In the event of any alterations or improvements by an unauthorized builder, the property owner may be subject to fines, liens, or litigation

h. All HOA dues and late fees must be paid in full and current prior to the approval of plans.

i. All requested construction information and material samples must be received in full before the 30-day review process will commence

2) Except as amended herein, all other language of the Declaration, First Amendment, Second Amendment, and Third Amendment remain in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this declaration this 12 day of June, 2020.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

VIETH DEVELOPMENT NORTH FLORIDA, INC

BY:
TOM VIETH, Managing Member

BY:
SUSAN VIETH, Managing Member

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgements in the state and county aforesaid, appeared ***TOM VIETH and SUSAN VIETH as Managing members of VIETH DEVELOPMENT NORTH FLORIDA, INC.****, and they acknowledge that they executed the foregoing instrument on behalf of the company pursuant to due authority. They are personally known to me or have produced sufficient identification and did take an oath or made appropriate acknowledgements.*

WITNESS my hand and seal this 12th *~~day of~~ June, 2020.*

(Notary Seal)

Notary Signature

Notary Printed Name

COOPER EVAN FERRELL
MY COMMISSION # GG 113019
EXPIRES: June 8, 2021
Bonded Thru Notary Public Underwriters