

**DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS,
FIRST AT SEVENTH**

This Declaration of Protective Covenants and Restrictions of FIRST AT SEVENTH (herein referred to as "Declaration") made this _____ day of _____, 1984, by FIRST AT SEVENTH PARTNERSHIP, a Florida general partnership, its successors and assigns (the "Developer"),

STATE OF FLORIDA
CLERK OF DISTRICT COURT
ALACHUA COUNTY FL

RECORDED
OFFICIAL RECORDS
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WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article III hereof and desires to create thereon a residential community with common facilities for the benefit of said community;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common facilities; and, to this end, desires to subject the real property described in Article III to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a nonprofit corporation, FIRST AT SEVENTH HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article III is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which shall be binding upon, and enforceable by, the Developer and subsequent owners of lots, parcels, or units in the property, and which shall run with the land.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Community Association" shall mean and refer to the FIRST AT SEVENTH HOMEOWNERS ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration.

(c) "Common Property" or "Common Properties" shall mean and refer to those areas of land described in Exhibit "C",

intended to be devoted to the common use and enjoyment of the owners of the Properties, title to which shall be held by the Community Association for the common use and enjoyment of the owners. Common Properties shall be subject to the conditions and limitations contained in Article II and Article VI of this Declaration as well as other provisions hereof.

(d) "Unit" shall mean and refer to any Unit depicted by number and described on Exhibit "B".

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon The Properties but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Community Association as provided in Article V hereof.

(g) "Limited Common Properties" shall mean and refer to those areas of Common Property appurtenant to a Unit, such as patios, balconies, decks, and porches, and attached or detached storage areas, which are initially constructed by the Developer before conveyance of title to a Unit by the Developer has been made.

(h) "FIRST AT SEVENTH" shall mean and refer to the name of and the project to be built and developed upon The Properties.

(i) "Transfer Date" shall mean and refer to that certain date when management and control of the Community Association will be turned over to the Board of Directors thereof by Developer, which date shall be when Developer holds no record ownership interest in any of the Properties, or sooner, at the discretion of the Developer.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT AT FIRST AT SEVENTH

Section 1. General Nature of Development. The purpose of this Article is to generally describe the plan, manner and method of development of FIRST AT SEVENTH. Therefore, the provisions and statements contained in this Article will necessarily be general in nature, and any conflict between them and more specific statements found hereafter in the remaining Articles of this Declaration shall be resolved in favor of such more specific statements.

Section 2. Development. Developer has acquired fee simple title to the lands described in Article III, which have been rezoned for the intended purposes and Developer has developed a conceptual plan of development for all of the Properties. Notwithstanding the depiction of the proposed development on such plan, and notwithstanding the depiction of the building Units and Common Properties on The Properties, the exact location of Units and the exact manner of development of The Properties shall be governed by the conditions and limitations of this Declaration.

The Units depicted on Exhibit "B" have been sited on the Property prior to actual construction of any structure, and

it is anticipated that inaccuracies or intentional changes will be made in locating Units within the Unit lines. After the foundations for the dwelling units have been constructed, the exact location of each unit shall be ascertained by a registered land surveyor, who shall describe the land upon which the foundation of each separate Unit is constructed (to the approximate center of any common walls). Such description may include portions of areas designated as Common Property on Exhibit "B" and may include combinations of portions of several Units due to encroachments of the foundations across the Unit lines depicted on Exhibit "B", but such description for each separate Unit shall constitute a Unit for the purpose of this declaration. The title to each Unit may be conveyed to any grantee free of any claim or encumbrance in favor of the Community Association, except as to rights granted on the Common Properties. Any conflict between the terms and conditions of this Declaration and the depiction of Common Property on Exhibit "B" shall be controlled by this Declaration.

The land described in Article III is presently encumbered by a first mortgage held by an institutional mortgagee. At the time of recording of this Declaration the lien of such mortgage will be subordinated to the rights of the Community Association and the owners in such land as to the Common Property.

Section 3. Community Association. The Developer has delegated to the Community Association the responsibility and duty of (a) operating, administering and maintaining the Common Properties, and (b) administering and maintaining certain portions of the Units, including the carrying of hazard insurance coverage thereon, all as set forth herein, and (c) assessing and collecting the assessment charges necessary to pay the common expenses. Each owner of a Unit shall automatically be a Member of the Community Association and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay assessment charges and comply with all rules and regulations of the Community Association and the terms of this Declaration. The Community Association may refuse to accept the duty of maintaining any Unit which is not constructed in accordance with this Declaration but such refusal may be asserted only at the time such Unit is first constructed; after the duty of maintaining any Unit has been accepted, expressly or by implication, such duty can not later be refused. The Developer shall have the right, but not the obligation, to require the Community Association to refuse to accept such duty as to any Unit which does not conform to the terms and conditions of this Declaration, notwithstanding that Developer may have conveyed all its interest in The Properties.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Alachua County, Florida, and is more particularly described on the attached Exhibit "A".

ARTICLE IV

PROHIBITION OF SUBDIVISION AND PARTITION

Section 1. Prohibition of Further Subdivision. The space within any of the Units and the Common Properties shall not be further subdivided. All easements and other rights herein given to Owners of Units, including the right to be Members in the Community Association, are hereby declared to be appurtenant to such Units and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Units. Any instrument, whether a deed, mortgage, or otherwise, which purports to transfer or convey a Unit, shall also transfer and convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not. Once an Owner conveys title to his Unit to some other person he shall automatically lose his rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties and obligations hereof.

Section 2. Waiver of Partition. The Developer, and each subsequent Owner of any interest in a Unit and in the Common Properties, by acceptance of a conveyance or any instrument transferring an interest, waives the right of Partition of any interest in the Common Properties under the laws of the State of Florida as it exists now or hereinafter until this project of FIRST AT SEVENTH is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Unit subject to the provisions of this Declaration.

ARTICLE V

COMMUNITY ASSOCIATION

Section 1. Non-Profit Corporation. A Charter for Incorporation of FIRST AT SEVENTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, has been filed with the office of the Secretary of State of the State of Florida, and duly processed in said office to the end that said Charter has been granted. The principal purpose of the Community Association is to perform the acts and duties desirable for community living as provided for in this Declaration, to own, control and manage all of the Common Properties, to administer and manage FIRST AT SEVENTH in accordance with the terms and conditions hereof and subject to its Articles of Incorporation and By-Laws, and to levy and enforce collection of assessments as are necessary to perform all of said acts, duties, and obligations, and all other duties herein expressly or impliedly imposed upon the Community Association.

Section 2. Membership. Every person or entity, including Developer, who owns a vested present interest in the fee title to any one of the Units which is subject by covenants of record to assessment by the Community Association shall automatically be a Member of the Community Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such person or entity no longer owns such interest.

Section 3. Voting Rights. The Owners of each Unit shall be entitled to cast one (1) vote for such Unit. Where

a Unit is owned by more than one person or entity, all the Owners thereof shall be collectively entitled to one vote assigned to such Unit, and such Owners shall, in writing, designate an individual who shall be entitled to cast a vote for the Owners of that Unit.

The Developer does hereby affirm that the total number of Units which may be developed and constructed is eight (8).

Section 4. Board of Directors; By-Laws; and Rules and Regulations. All of the affairs, policies, regulations and property of the Community Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than five (5) Members, the exact number to be determined by the Members of the Community Association prior to the vote therefor. Such directors shall be elected annually by all of the Members entitled to vote, and each director shall be the Owner of a Unit (or partial owner of a Unit where such Unit is owned by more than one individual), (or if a Unit is owned by a corporation or partnership, including Developer, any duly elected officer or director of an owner corporation, or general partner of an owner partnership, may be elected a director or directors). Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management, and operation of FIRST AT SEVENTH in accordance with the purposes and objectives of a planned community association and subject to the provisions hereof.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member shall have a perpetual non-exclusive right and easement of enjoyment for ingress, egress, parking, etc. in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 2. Ownership and Control of Common Properties. The Developer does by execution of this Declaration grant to the Community Association ownership and control of the Common Property to be used by the Community Association for the purposes stated herein. The Community Association shall hold for the use and benefit of all Members of the Association and shall not change such use without the approval of all holders of mortgages upon the Units contained within the Properties and all the Unit owners.

Section 3. Condemnation of Common Properties; The Application of Condemnation Proceeds. In the event all or any portion of the Common Properties should be condemned and taken by public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Community Association for the use and benefit of the Members of the Community Association. All such condemnation proceeds shall be utilized to restore the Common Properties to the condition existing prior to such condemnation, insofar as may be possible. In the event the Community Association should fail or be unable to so restore the Common Properties, for whatever reason, such condemnation proceeds may be used in such manner as the

Board of Directors of the Community Association shall determine.

Section 4. Easements for Ingress and Egress, Utilities and Services, Encroachments, and Maintenance by Community Association. The Developer hereby gives and grants the easements described below upon the Common Properties, and reserves unto itself, its heirs, personal representatives, successors and assigns, the right to grant further similar easements until the Transfer Date, and after the Transfer Date, the Community Association shall automatically succeed to the right to require such easements from the Unit owners.

(a) An easement or easements on, upon, across, through, and under the Common Properties to provide, service, repair and maintain the equipment required to provide (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) utility services, including, without limitation, power, electric, light, telephone, cable television, gas, water, sewer, drainage, and any other utility or service upon or for the benefit of any part of The Properties, provided, however, no such easements will be granted with respect to any part of The Properties lying beneath a Unit after the construction thereof.

(b) An easement or easements in favor of Alachua County, or the City of Gainesville, Florida, or any agency thereof, or any franchised, private or public utility thereof, for access and for the providing and maintaining of any municipal services to The Properties, including, without limitation, garbage and trash collection, police, fire protection, etc. No such easements hereby given or granted in this Section 4 shall be construed as permitting the public to come upon The Properties and the same shall be used only for the purpose of furnishing such services by the duly designated employees of those governmental authorities or other suppliers providing same.

(c) An easement for encroachment in the event that any improvements upon the Common Properties now or hereafter encroach upon any of the Units, and in the event that any Unit now or hereafter encroaches upon the Common Properties as a result of a surveying error or inaccuracies in construction or reconstruction, or due to settlement or movement of any such improvements so that the encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance of the encroaching improvements in favor of the owner of such improvements. The terms and conditions of Article II shall control in the event of any conflict with the terms and conditions of this Section.

(d) An easement or easements in favor of the Community Association to enter in and upon the Units as may be necessary to perform its responsibilities and duties of maintaining, painting, staining, and repairing such Units as set forth herein.

(e) An easement for ingress and egress to the adjacent property to the west of the Common Properties.

Section 5. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Community Association, in accordance with its Articles and By-Laws, to suspend the enjoyment right of any Member for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

(b) The right of the Community Association, as provided in its Articles and By-Laws, to suspend the enjoyment right of any member for any period not to exceed thirty (30) days for any infraction of its published rules and regulations including the right of any particular Unit owner to use such portion of that Unit owner property that forms a part of the Common Property.

ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments; Claim of Lien. The Developer, for each Unit owned within The Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Community Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and emergency requirements. Such assessments to be established and collected in the manner hereinafter provided. The annual and special assessments, together with interest and cost of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided the Community Association has caused a claim of lien to be recorded in the Public Records of Alachua County giving notice to all persons that the Community Association is asserting a claim of lien upon the Unit prior to the conveyance of title to the Unit. Said claim of lien shall state the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Community Association or by a managing agent of the Community Association. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of such lien. Liens for assessment may be foreclosed by suit brought in the name of the Community Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a Unit shall be required to pay a reasonable rental for the Unit, and the Community Association shall be entitled as a matter of law to the appointment of a receiver to collect same.

Section 2. Purpose of Assessments. The assessments levied by the Community Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners of Units in The Properties, and in particular the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the Units situated upon The Properties, and shall include but not be limited to the following:

(a) Payment of operating expenses of said Community Association, including management fee and manager's salary, if any, and legal and accounting fees;

(b) Beautification of access ways, streets, and easement areas;

(c) Maintenance, improvement, and operation of drainage easements and systems;

(d) Management, maintenance, improvement and beautification of the Common Properties and all common open spaces, including the landscaping and maintenance thereof in a neat and orderly fashion;

(e) The maintenance, repair, and replacement of all portions of a Unit, except interior surfaces, which contribute to the support of the Unit and the building of which is a part, which portions shall include but not be limited to load bearing columns, load bearing walls, roofs, outside walls, stairways, and all Limited Common Properties.

(f) Maintenance, repair, and replacement of all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Community Association, and all such facilities contained within a Unit which service a part or parts of the building in which they are located other than the Unit within which contained. This provision specifically excludes from its coverage any air conditioning and heating compressor facility, and also any other facility for the furnishing of utility services, now or hereafter installed outside any of the buildings, and which is intended only for the purpose of furnishing such utility service to an individual Unit;

(g) All incidental damage caused to a Unit by reason of the maintenance, repair, and/or replacement which is the responsibility of the Community Association, and such damage shall be promptly repaired by the Community Association.

(h) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Community Association;

(i) Repayment of funds and interest thereon borrowed by the Community Association, if any;

(j) Payment of premiums for both hazard and liability insurance required to be kept and maintained by the Community Association;

(k) Payment of real and tangible personal property taxes, if any there be, assessed against properties, title or control to which is owned and held by the Community Association; and

(l) Doing any other thing necessary or desirable in the judgment of said Community Association, to keep FIRST AT SEVENTH neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards, or, which in the judgment of said Community Association, may be of general benefit to the owners or occupants of land included in The Properties.

Section 3. Annual Assessments. The Board of Directors of the Community Association shall approve annual budgets in advance for each fiscal year, and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for fire and extended coverage and vandalism and malicious mischief insurance for the Units and the Common Properties, public liability insurance for the Common Properties, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board deems proper. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment been made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment. Such assessment shall include the amount estimated by the Board to be sufficient for the fulfilling of the Community Association's obligation for current maintenance and repair of Units, plus a reasonable reserve for roof replacement, building painting and pavement resurfacing based upon the estimated life and estimated replacement cost of each item, unless such reserve is waived by a vote of the majority of Owners present at a duly called meeting of the Association, and shall include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Community Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Community Association may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current regular annual assessment, unless prior written consent is received from sixty-six percent (66%) of all Members voting at a duly called meeting of the Association.

Section 5. Rate of Assessment; Commencement. The share of assessment for annual and special assessments shall be as set forth in Exhibit "D". The obligation for payment of assessments for each Unit shall begin at the time a certificate of occupancy is issued for each Unit by the appropriate governmental authority and shall be prorated on an accrual basis between successive Owners. For the purpose of this Section, the obligation for payment of assessment shall include Developer and any sub-developer or contractor who owns a Unit for which a certificate of occupancy has been issued.

Section 6. Notice of Assessment. After adoption of a budget and determination of the annual assessment per Unit, the Community Association shall assess such sum by promptly notifying all Owners of Units by delivering or mailing notice thereof to the Member representing each Unit at such Member's most recent address as shown on the books and records of the Community Association. One-twelfth (1/12) of

the annual assessment so levied shall be due and payable in advance to the Community Association on the first day of each month regardless of whether or not Members are sent or actually receive a written notice thereof.

Section 7. Delinquent Assessments. If the assessment is not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon at the highest rate allowed by law per annum and costs of collection thereof, including a reasonable attorney's fee, thereupon become a continuing lien on that Unit as provided in Section 1 hereof. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period, notwithstanding that title to the Unit may be transferred to another with the lien still remaining thereon.

If a monthly installment upon the annual assessment is not paid within thirty (30) days after the date when due, the Community Association shall have the right at any time thereafter to accelerate and declare the entire balance of the annual assessment for that year immediately due and payable, and the assessment shall bear interest from the date of delinquency at the rate aforesaid. The Community Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Unit in the manner and method provided in Section 1. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if in the best interests of the Community Association.

Section 8. Certificate of Payment. The Community Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing and in recordable form, signed by an Officer of the Community Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for shall be junior and subordinate to the lien of any mortgage now or hereafter placed upon any portion of The Properties subject to assessment. Sale or transfer of any Unit shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Unit pursuant to the foreclosure of an institutional first mortgage, or any proceeding or conveyance in lieu of the foreclosure of such mortgage, the person who acquires title to the Unit shall not be liable for the share of assessments which become due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment shall be deemed to be a common expense of the Community Association, collectible from all other Unit owners, including the person who acquired title to the Unit. Such acquirer of title to the Unit, including the holder of a mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Unit.

Section 11. Commencement of Management. The provisions of the Declaration shall become applicable, effective, and binding insofar as the management and operation of FIRST AT SEVENTH and the levying of assessments is concerned, whether

or not actual management of FIRST AT SEVENTH is delivered and turned over by Developer to the Community Association, subject to the limitations in Article XII, 1 (d).

Upon turning over the management and operation of FIRST AT SEVENTH to the Community Association at the Transfer Date, or prior thereto, the Developer shall render an accounting to the Community Association and deposit with it any sums due the Community Association, and shall then automatically be released of any and all types of liability to Unit Owners and the Community Association.

While management, operation, and control of FIRST AT SEVENTH and the Community Association remains in the Developer and is not turned over solely to the Community Association, to be administered by its duly elected Board of Directors, the said Board of Directors shall function, although subject to control of the Developer.

ARTICLE VIII

MAINTENANCE ENFORCEMENT

Section 1. Non-Compliance By Owners. In the event the Owner of a Unit fails to maintain it as required herein, or makes any structural addition or alteration without the required written consent, the Community Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Community Association shall have the right to levy at any time a special assessment against the Owner of a Unit and the Unit itself for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Community Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors in order to enforce compliance with the provisions hereof.

Section 2. Non-Compliance by Community Association. In the event the Community Association fails to maintain the Common Properties or any Unit in accordance with its obligations hereunder, any Owner of any interest in a Unit, or holder of a mortgage on a Unit shall have the right to seek specific performance in a court of equity to compel the Community Association to do so, or in the event of emergency repairs needed to utilities, walls, etc., the Owner of an interest in any Unit may give the Community Association twenty-four (24) hours' notice to repair same, and if it is not done, said Owner may proceed to contract in his own name to make such repairs, and the Community Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which are necessary and for which the Community Association has financial responsibility.

Section 3. Contracts for Maintenance. The Board of Directors of the Community Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the Common Properties and the Units, in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be personally relieved of such obligation.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Improvements and Alterations. Except for purposes of proper maintenance and repairs, or as otherwise provided in this Declaration, no building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon The Properties, nor shall any addition to or change or alteration to the exterior thereof be made unless approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for The Properties by an Architectural Control Committee. Garages may not be converted to use other than for automobile storage.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall be composed of George Swinford, John Don Puckett, and James D. Salter, until control is turned over to the Condominium Association at which time and thereafter the members of the Board of Directors of the Condominium Association shall constitute the Architectural Control Committee. However, so long as the Developer holds any ownership interest in any Unit or Unit spaces, any and all changes in the membership of the Architectural Control Committee must be approved by Developer.

Section 3. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

Section 4. Initial Construction. The initial construction of all structures and other improvements on The Properties shall conform to a plan of general architectural uniformity. The front exposure of all dwelling units shall be landscaped with shrubbery and sod or sprig grass shall be planted in all cleared areas, including Common Areas, adjacent to Units or Unit spaces upon which Units have been constructed.

Section 5. Enforcement; Right to Remove or Correct Violations. In the event any building, fence, wall, mailbox or other improvement, structure or draperies shall be commenced, erected, moved or maintained upon The Properties, otherwise than in accordance with the provisions and requirements of this Article and Article X, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days' notice of such violation delivered to the Owner of the Unit where such violation exists, then the Community Association shall have the right, through its agents and employees, to secure enforcement as provided in Article VIII hereof. The Community Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any

reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Unit; and neither the Community Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE X

OBLIGATIONS OF COMMUNITY ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS

Section 1. Obligations of Community Association. The Community Association shall have the power and authority to, and shall promptly perform all of the matters set forth in Article VII, Section 2, all of which shall become duties and obligations of the Community Association.

Section 2. Obligations of Owners. Every Owner of an interest in a Unit shall (in addition to other obligations and duties set out herein):

(a) Promptly pay all assessments levied by the Community Association.

(b) Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, and floors) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration and Exhibits thereto, except for changes or alterations approved in writing by the Community Association.

(c) Not use or permit the use of his Unit for any purpose other than as an office and/or residence and maintain his Unit in a clean and sanitary manner.

(d) Not make or cause to be made any structural addition or alteration to his Unit or to the Common Properties without prior written consent of the Developer, or, if management of FIRST AT SEVENTH has been turned over to the Community Association, its Board of Directors.

(e) Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Properties, or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral, or illegal act in his Unit or in or on the Common Properties.

(f) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of Units and the Common Properties which may be adopted in writing from time to time by the Board of Directors of the Community Association, and to see that all persons using Owner's property by, through or under him do likewise.

(g) Allow the Board of Directors of the agents and employees of the Community Association to enter any Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Unit or the Common Properties or in the case of an emergency threatening Units or the Common Properties, to determine compliance with these

covenants and restrictions and the By-Laws of the Community Association.

(h) Pay for all plumbing and electrical repairs within a Unit and for the maintenance, repair and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services, presently or hereafter installed outside of any Unit, and which is intended only for the purpose of furnishing such utility service to an individual Unit.

(i) Not permit or suffer anything to be done or kept in his Unit which will cause structural stress or danger to his Unit or any other Unit.

Section 3. Restrictive Covenants. The use of The Properties shall at all times conform to the following restrictive covenants:

(a) Residential Use. All Units shall be used for private residential purposes only. Lease or rental of a Unit or a portion thereof shall not be a violation of this covenant. Low intensity professional offices may be maintained if allowed by zoning and approved by the Board of the Condominium Association.

(b) Indemnity for Damage. Nothing shall be done on or kept in any Unit or on the Common Areas, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Areas or any part thereof or of the exterior of any Unit shall be committed by any Owner or any invitee of any Owner, and each such Owner shall indemnify and hold the Community Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Community Association or other Owners.

(c) Noxious Activities. Except for the activities of the Declarant during original construction or except with the prior written approval of the Community Association, no noxious or offensive trade or activity shall be carried on upon or within The Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of any trash and no accumulation or storage of letters, lumber, scrap materials, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on The Properties.

(d) Parking. No offstreet parking spaces shall be assigned to each Unit. No truck, trailer, boat or other vehicle, either with or without wheels, may be parked or stored on The Properties.

(e) Repairs or Restoration. No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on The Properties except for emergency repairs thereto and then only to the extent necessary to enable movement of such vehicle to a proper repair facility.

(f) T.V. and Radio Antennas. Unless approved in writing by the Community Association, no masts, towers, poles or radio or television antennas shall be erected,

constructed or maintained on or in any Unit in such a manner as to be visible from the outside of such Unit.

(g) Mailboxes. Mailboxes shall be placed only as approved by the Architectural Control Committee, and shall be of uniform design compatible with the Units. No newspaper tubes or other nonuniform receptacles shall be permitted without the express consent of the Architectural Control Committee.

(h) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Directors, facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a unit except as may be necessary to maintain the limited common elements or as may be specifically permitted by the Association Board of Directors; erect any exterior lights or signs; place any signs or symbols in windows or in the common elements; erect or attach any structures or fixtures within the Common Properties; nor any of the foregoing without the prior written consent of the Board.

(i) Structural Alterations. Make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the Common Properties; nor any of the foregoing without the prior written consent of the Board.

(j) Noise. Permit loud and objectionable noises or obnoxious odors to emanate from the unit nor play any electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other units in the sole opinion of the Board.

(k) Zoning. Make any use of a unit which violates any laws, ordinances, or regulations of any governmental body;

(l) Fail to conform to and abide by the By-laws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the unit at any reasonable time to determine compliance with this Declaration, or the By-laws and regulations of the Association.

(m) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association Board of Directors.

(n) Permit or suffer anything to be done or kept in his unit or in the common elements which will increase insurance rates on any unit or on the common property.

(o) Commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common element;

(p) Divide or subdivide a unit for purpose of sale or lease.

(q) Obstruct the common way of ingress or egress to the other units or the common elements.

(r) Hang any laundry, garments or other unsightly objects which are visible outside of the unit.

(s) Allow anything to remain in the walks or other common areas of travel which would be unsightly or hazardous.

(t) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, cans and other trash shall be placed in water-proof bags or similar containers.

(u) Allow any fire or health hazard to exist.

(v) Make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

(w) Lease or rent less than an entire unit; or lease or rent the entire unit for a period less than six (6) consecutive months.

(x) Allow any animals to be kept in the unit except as may be specifically permitted by the Administrative Rules and Regulations adopted in accordance with the By-Laws of the Association.

(y) Miscellaneous. No solar collector shall be installed or maintained on the exterior of any Unit, and no reflective or other unattractive window coverings visible from the exterior of any Unit shall be permitted.

ARTICLE XI

DESTRUCTION OF IMPROVEMENTS AND INSURANCE

Section 1. Ownership and Maintenance of Insurance by Community Association. It is hereby declared to be reasonably desirable, and necessary for the proper preservation and enforcement of the values and amenities in FIRST AT SEVENTH that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this Declaration, the Community Association is charged with the obligation and duty of maintaining, repairing, and replacing the Common Properties and the Units, and it is therefore proper and acceptable that the Community Association own and maintain insurance covering not only the improvements on the Common Properties, but also the Units themselves. The Community Association shall therefore obtain fire and extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida and acceptable to holders of institutional first mortgages on the Units, insuring all the insurable improvements erected within FIRST AT SEVENTH thereby including both improvements owned by the Community Association and all Units which may be owned by Owners. Such insurance shall be

for the full replacement value of such improvements, and the premium for such coverage and all other insurance deemed desirable by the Community Association shall be assessed against the Owners of such Units as part of the annual assessment. The Community Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Community Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Community Association, with holders of mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

Section 2. Occurrence of Loss. In the event a loss occurs to any improvements within any of the Units alone, or in the event that a loss occurs to improvements within the Units and Common Properties or to improvements within the Common Properties alone, payments under the policy shall be made jointly to the Community Association and to the holders of institutional first mortgages on Units. Said proceeds shall be expended or disbursed as follows:

(a) All Community Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Community Association, and the Community Association will promptly contract for the necessary repairs to the improvements within the Common Properties and within the damaged Units.

(b) The improvements shall be completely restored and repaired. The Community Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Community Association and the contractor, which construction contract shall be subject to written approval of the holders of mortgages when such mortgages encumber any damaged individual Unit or Units. However, where the FIRST AT SEVENTH communit. project has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Community Association to the Owners of the Units and all mortgagees of the Units as their interest appear. Under all circumstances the Community Association shall have the authority to act as the agent for all Owners of Units for the purpose of compromising or settling insurance claims or damage to improvements within the Units, the Units themselves, or the Common Properties.

Section 3. Liability Insurance. The Community Association shall also obtain full and complete public liability insurance covering all of the Common Properties and insuring the Community Association and all of the Owners as its and their interest may appear in the minimum amounts of \$500,000 for injury to one person, \$1,000,000 for injury to all persons arising out of a single incident, and \$100,000 property damage.

ARTICLE XII

TERMINATION OF FIRST AT SEVENTH
RESIDENTIAL COMMUNITY PROJECT

Section 1. Termination and Abandonment Due to Loss or Consent of Members. At any time when there has been total loss of the Units and the improvements on the Common Properties, and the Members by majority vote, vote to abandon the community project, said project shall be abandoned. Additionally, at any time upon the written unanimous consent of all Members and all holders of mortgage liens on any Units, the community project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred.

Section 2. Method of Abandonment and Termination. Immediately after the required vote to consent to terminate has taken place, each and every Unit Owner shall immediately convey by Warranty Deed to the Community Association all of said Unit Owner's right, title, and interest to the Unit which he owns, provided that the Community Association's officers and employees handling funds have been adequately bonded. The Community Association or any Member shall have the right to enforce such conveyance by all Unit Owners by resorting to a suit for specific performance in the appropriate court of law. The Board of Directors of the Community Association shall then sell all of The Properties at public or private sale upon terms approved in writing by holders of all the mortgages. Upon the sale of The Properties, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Community Association, and all obligations incurred by the Community Association in connection with the management and operation of the property up to and including the time when distribution of the sale proceeds is to be made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance, hereinafter referred to as "Net Proceeds of Sale," shall be distributed to the Unit Owners in the manner set forth in Section 3 below.

Section 3. Distribution of Net Proceeds of Sale. The distributive share of each Unit Owner in the Net Proceeds of Sale, though subject to the provisions hereinafter contained, shall be the percentage as applied to each unit as set forth in Exhibit "D". The prorata shares for all Units as so determined shall equal the total amount of the Net Proceeds of Sale.

Upon the determination of each Unit Owner's share, as above provided, the Community Association shall pay out of each Unit Owner's share sums sufficient to satisfy all mortgages and other liens encumbering said Unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfaction or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. The execution of such satisfaction or release of lien against the Unit or Units shall not, however, release any personal obligation of the Unit Owner. Thereupon, the Board of Directors of the Community Association shall proceed to liquidate and dissolve the Community Association, and they shall distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one person has an interest in a Unit, the Community Association shall pay the remaining distributive share

allocable to said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the Owners and holders of all of such mortgages and liens encumbering said Unit, who shall thereupon execute and record the proper satisfaction and releases as aforesaid.

Section 4. Evidence of Termination and Abandonment. As evidence of the Members' resolution to abandon passed by the required vote or written consent of the Members, the president and secretary of the Community Association shall effect and place in the public records of Alachua County, Florida, an affidavit stating that such resolution was properly passed or approved by the Members and shall also record the written consent to such abandonment, if any, of the holders of all institutional first mortgages. After such an affidavit has been recorded and all Owners have conveyed their interest in The Properties to the Community Association and the Community Association to the purchaser, the title to said property thereafter shall be free and clear from all of the restrictions, reservations, covenants, conditions and easements of every kind and sort set forth in this Declaration, and the purchaser and subsequent grantees, if any of said property shall receive title to said lands free and clear thereof.

ARTICLE XIII

AMENDMENTS AND MODIFICATIONS

Section 1. Amendments by Developer. Prior to the time the Developer has sold and conveyed the last Unit or Unit space located within The Properties, the Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or any scrivener's error; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) to vacate and terminate the terms, conditions, obligations and liens created by this Declaration with respect to any Unit or Unit space owned by Developer upon which there exists no substantially completed Unit.

Section 2. Amendments by Owners. Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least eighty percent (80%) of the Units or Unit spaces in The Properties may change or amend any provision hereof (including conversion to a condominium) except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida.

Provided, however, that no amendment shall be made which changes the ratio of assessments against Units or the easements granted hereby unless there is unanimous consent by Owners of all Units, and the holders of all institutional first mortgages located thereon. Provided further, that for so long as the Developer shall own any Units or Unit spaces within The Properties for sale in the ordinary course of business any such amendment shall require the approval and joinder of the Developer in order to become effective. In the event of a conversion to a condominium the "Common Properties" as set forth in Exhibit "B" shall become the common areas in the condominium.

A proposed amendment may be instituted by the Developer, the Community Association, or by petition signed by a majority of the then Owners of the Units, or Unit spaces. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such recorded amendment.

ARTICLE XIV

REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Community Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns or the Community Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservations herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the event the Developer or the Community Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Developer or the Community Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Developer or Community Association shall be entitled to place a lien upon the property owned by such Member, as provided in Article VII hereof to secure payment of such sums, should the Member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XV

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of Common Areas; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners, and, if unpaid, shall become liens on individual Units.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 1. Limited Common Properties. There are or may be Limited Common Properties appurtenant to some of the Units, such as patios, balconies, decks and porches, and attached or detached storage areas, all of which have been constructed by the Developer or a sub-developer before conveyance of the Unit to which they are appurtenant has been made. These Limited Common Properties are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto, the exclusive right to use the Limited Common Properties so appurtenant. Expenses of maintenance and repair of such Limited Common Properties shall be borne by the Community Association, and it shall have control and management over Limited Community Properties, subject to the exclusive right of use given to the Owners of the Units to which they are appurtenant.

Section 2. Additional Covenants and Restrictions. No Unit Owners, other than the Developer, without the prior written approval of the Developer or the Community Association, once the turnover to it has occurred, may impose any additional covenants and restrictions upon any portion of The Properties.

Section 3. Invalidation. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

Section 4. Duration. The covenants, restrictions and provisions of this Declaration shall run with and bind the land in perpetuity and shall inure to the benefit of the Developer, the Owners, and their respective legal representatives, unless terminated in accordance with the terms hereof. Provided, however, that in the event that any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose the measuring of lives shall be those lives of the general partners of the Developer who execute this Declaration.

Section 5. Section Headings. The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 6. Construction and Interpretation. The provisions of this Declaration shall be liberally construed to

effectuate its purpose and intent of creating a planned community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Developer has executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

FIRST AT SEVENTH PARTNERSHIP, a Florida general partnership

Cheryl A. Dolan
Rory B. Steiner

By: [Signature] (SEAL)
General Partner and individually

Cheryl A. Dolan
Rory B. Steiner

By: [Signature] (SEAL)
General Partner and individually

Cheryl A. Dolan
Rory B. Steiner

By: [Signature] (SEAL)
General Partner and individually

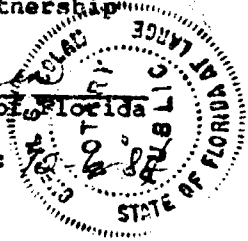
Cheryl A. Dolan
Rory B. Steiner

By: [Signature] (SEAL)
General Partner

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 2nd day of July, 1984, by George W. Swinford as General Partner of FIRST AT SEVENTH PARTNERSHIP, a Florida general partnership, on behalf of said partnership and individually.

Cheryl A. Dolan
Notary Public, State of Florida
at Large
My Commission Expires: 7-23-89



STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
2nd day of July, 1984, by James D. Salter
as General Partner of FIRST AT SEVENTH PARTNERSHIP, a
Florida general partnership, on behalf of said partnership
and individually.

Cheryl A. Daley

Notary Public, State of Florida
at Large
My Commission Expires:

12/6/84



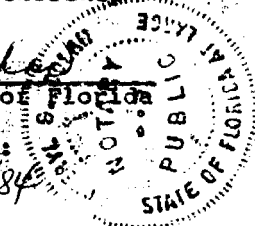
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
2nd day of July, 1984, by James G. Feiber, Jr.
as General Partner of FIRST AT SEVENTH PARTNERSHIP, a
Florida general partnership, on behalf of said partnership
and individually.

Cheryl A. Daley

Notary Public, State of Florida
at Large
My Commission Expires:

12/6/84

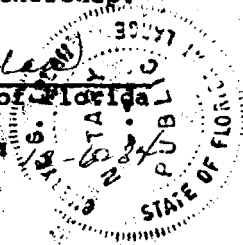


STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
10th day of July, 1984, by JOHN DON PUCKETT
as General Partner of FIRST AT SEVENTH PARTNERSHIP, a
Florida general partnership, on behalf of said partnership.

Cheryl A. Daley

Notary Public, State of Florida
at Large
My Commission Expires:



JOINDER OF MORTGAGEE

EMPIRE OF AMERICA, F.S.A., herein called the Mortgagee, the owner and holder of a mortgage upon the lands set forth herein, which mortgage is dated October 24, 1983, and recorded in Official Records Book 1528, page 389, of the Public Records of Alachua County, Florida, joins in the making of the foregoing Declaration of Protective Covenants and Restrictions, First at Seventh, agrees that the lien of its mortgage shall be upon the following described property in Alachua County, Florida:

All of the units of First at Seventh as more particularly described in Exhibit "B" of this Declaration,

TOGETHER with all of the appurtenances to the units including but not limited to all of the undivided shares in the common elements.

Signed, sealed and delivered in the presence of:

[Handwritten signatures of David P. Kienast and Anna C. Wynne]

EMPIRE OF AMERICA, F.S.A.
By: *[Signature]*
DAVID P. KIENAST, Divisional
Attest: *[Signature]* VICE PRESIDENT

[Signature]
(Corporate Seal)
ANNA C. WYNNE, ASSISTANT SECRETARY

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 13th day of July, A. D., 1984, by DAVID P. KIENAST, Divisional Vice President, and ANNA C. WYNNE, Assistant Secretary, of EMPIRE OF AMERICA FSA, a corporation organized and existing under the laws of The United States of America, on behalf of the corporation.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 16, 1985
Bonded Through Foley & Associates, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION

The South 3/4 of the East 134 feet of Block 9, less the North 100 feet of the South 3/4 of the East 134 feet of Block 9, Brush Addition, as per plat thereof recorded in Deed Book "O" page 218, public records of Alachua County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF INDIVIDUAL UNITS

(see attached)

LEGAL DESCRIPTION

G83-379

Unit 1

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 12.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 18.67 feet; thence run North, 2.67 feet; thence run West, 26.67 feet; thence run South, 2.67 feet; thence run West, 27.33 feet; thence run North, 2.67 feet; thence run West, 19.33 feet; thence run North, 20.33 feet; thence run East, 92.00 feet; thence run South, 23.00 feet to the Point of Beginning, said tract of land containing 0.046 acres, more or less.

LEGAL DESCRIPTION

G83-379

Unit 2

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "O", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 35.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 92.00 feet; thence run North, 20.00 feet; thence run East, 92.00 feet; thence run South, 20.00 feet to the Point of Beginning, said tract of land containing 0.042 acres, more or less.

LEGAL DESCRIPTION

GH3-379

Unit 3

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 55.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 92.00 feet; thence run North, 20.00 feet; thence run East, 92.00 feet; thence run South, 20.00 feet to the Point of Beginning, said tract of land containing 0.042 acres, more or less.

LEGAL DESCRIPTION

G83-379

Unit 4

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 75.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 92.00 feet; thence run North, 20.00 feet; thence run East, 92.00 feet; thence run South, 20.00 feet to the Point of Beginning, said tract of land containing 0.042 acres, more or less.

LEGAL DESCRIPTION

G83-379

Unit 5

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 95.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 92.00 feet; thence run North, 20.00 feet; thence run East, 92.00 feet; thence run South, 20.00 feet to the Point of Beginning, said tract of land containing, 0.042 acres, more or less.

LEGAL DESCRIPTION

683-379

Unit 6

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 115.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 92.00 feet; thence run North, 20.00 feet; thence run East, 92.00 feet; thence run South, 20.00 feet to the Point of Beginning, said tract of land containing 0.042 acres, more or less.

LEGAL DESCRIPTION

G83-379

Unit 7

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 135.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West 92.00, feet; thence run North, 20.00 feet; thence run East, 92.00 feet; thence run South, 20.00 feet to the Point of Beginning, said tract of land containing 0.042 acres, more or less.

LEGAL DESCRIPTION

G83- 73
Unit 8

A tract of land situated in the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, said tract of land being more particularly described as follows:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 155.40 feet; thence run West, 9.44 feet to the Point of Beginning; thence continue West, 92.00 feet; thence run North, 20.33 feet; thence run East, 19.33 feet; thence run North, 2.67 feet; thence run East, 27.33 feet; thence run South, 2.67 feet; thence run East, 26.67 feet; thence run North, 2.67 feet; thence run East, 18.67 feet; thence run South, 23.00 feet to the Point of Beginning, said tract of land containing 0.046 acres, more or less.

EXHIBIT "C"

LEGAL DESCRIPTION FOR COMMON AREA

A tract of land being the South 3/4 of the East 134.00 feet of Block 9 of Brush's Addition to Gainesville, a Subdivision as recorded in Deed Book "0", Page 218 of the Public Records of Alachua County, Florida, less the North 100.00 feet of the South 3/4 of the East 134.00 feet of Block 9 of said Brush's Addition to Gainesville, less the following described parcel of land:

Commence at the S.E. corner of the South 3/4 of said Block 9, also being the N.W. corner of the intersection of N.E. 1st. Street and N.E. 7th. Avenue and run North along the West Right-of-Way line of said N.E. 1st. Street, 12.40 feet; thence run West 9.44 feet to the Point of Beginning; thence continue West, 18.67 feet; thence run North, 2.67 feet; thence run West, 26.67 feet; thence run South, 2.67 feet; thence run West, 27.33 feet; thence run North, 2.67 feet; thence run West, 19.33 feet; thence run North, 160.67 feet; thence run East, 19.33 feet; thence run North, 2.67 feet; thence run East, 27.33 feet; thence run South, 2.67 feet; thence run East, 26.67 feet; thence run North, 2.67 feet; thence run East, 18.67 feet; thence run South, 166.00 feet to the Point of Beginning; said tract of land after deduction of the area of the less parcel of land containing a net acreage of 0.270 acres, more or less.

EXHIBIT "D"

<u>Unit No.</u>	<u>Share of Assessments and In Community Association</u>
1	12.5%
2	12.5%
3	12.5%
4	12.5%
5	12.5%
6	12.5%
7	12.5%
8	12.5%