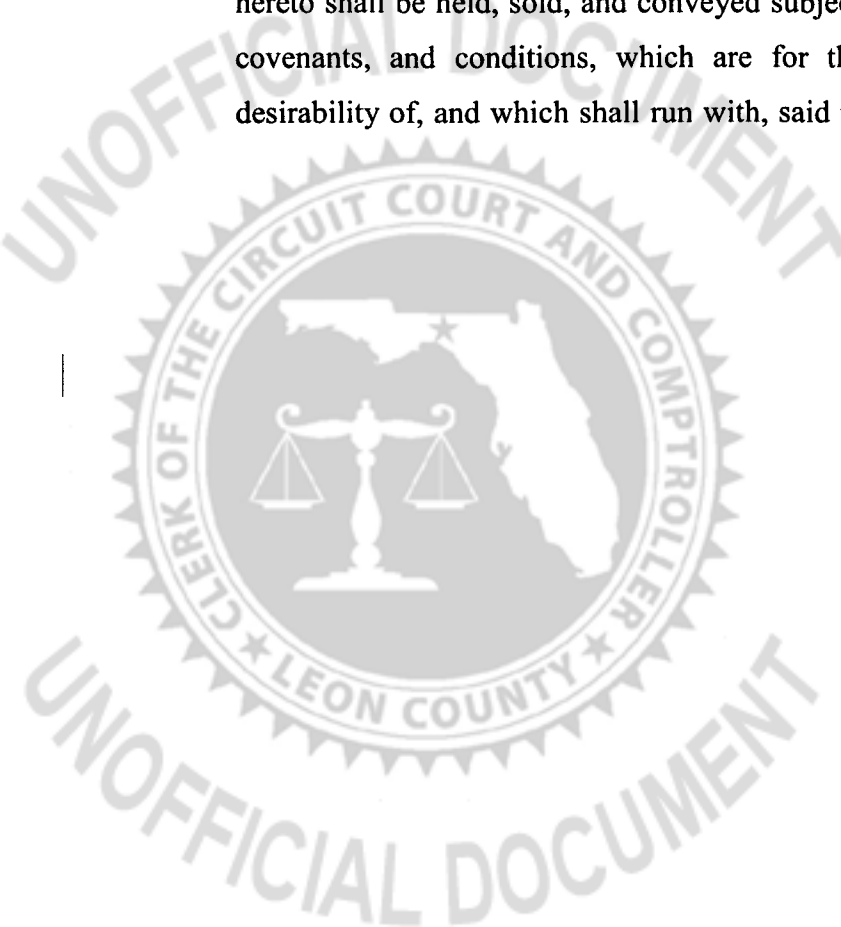


**BUCK LAKE WOODS UNRECORDED SUBDIVISION
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This amended and restated Declaration of Covenants, Conditions, and Restrictions for Buck Lake Woods Unrecorded Subdivision (hereinafter referred to as the "Declaration"), is made and executed as of the 13th day of September, 2007 by BUCK LAKE WOODS PROPERTY OWNERS ASSOCIATION, INC. ("Association"), a Florida not-for-profit corporation, and was approved by the requisite number of members owning property in Unit 1 of Buck Lake Woods Unrecorded Subdivision ("Subdivision") and also the requisite number of members owning property in Unit 2 of the Subdivision, at the Association's members meeting held on July 16th 2007.

WITNESSETH:

NOW, THEREFORE, the undersigned Association hereby amends and restates the declaration, which was previously recorded for Unit 1 of the Subdivision in the Leon County Official Records at Book 889, Page 497. The undersigned also hereby amends and restates the declaration for Unit 2 of the Subdivision previously recorded at Book 899, Page 2134, which was subsequently re-recorded at Book 1128, Page 1661. Both Unit 1 and Unit 2 of the Subdivision are hereby merged and shall no longer be considered separate units. The Subdivision in its entirety shall now be governed by this Declaration. The Association hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties



having any right, title or interest in said property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Buck Lake Woods Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean any land, easement, roadways, or facilities owned by the Association or in which the Association has an interest. Additional real property or easements may be conveyed to the Association for the common use and enjoyment of the Owners and shall as of the execution of this Declaration include the property as set forth in Exhibit "B."

Section 3. "Owner" shall mean and refer to the record title owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Throughout this document, any reference to an Owner's interest as "his/her" shall be for convenience of reference only; use of the masculine shall include the feminine and use of the singular shall include the plural where the context requires or admits.

Section 4. "Lot" shall mean and refer to one of the parcels of land contained within the property described in the attached Exhibit "A."

ARTICLE II – PROPERTY RIGHTS

Section 1. Owners' Right of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the ingress and egress on the roadways described in Exhibit "B" attached hereto and made a part hereof, which interest shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid for at least 90 days.



Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his/her right of enjoyment to the Common Areas to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

ARTICLE III – ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, which is subject to assessment.

Section 2. Voting. Each Lot Owner(s) shall be entitled to one (1) vote per Lot owned.

Section 3. Election of Directors. “Lot owners shall elect the directors of the Association annually at the annual or special meeting.”

ARTICLE IV – ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for maintenance, legal fees, and other costs, including, but not limited to, maintenance of the common areas and easements for ingress and egress, as such assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, late fees, costs, and reasonable attorneys’ fees, shall be a charge on each Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorneys’ fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to said owner’s successors in title unless expressly assumed by them; however, such lien upon the property shall continue until satisfied.



The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Rate of Assessment and Collection. Annual assessments shall be determined by a two-thirds vote of a quorum of members present in person or by proxy at the meeting duly called and noticed for the purpose of establishing said assessments, and shall be assessed against each lot. Special assessments shall also be determined in the same manner.

Section 3. Annual Assessment. The annual assessments for the year was established at \$135 per lot by the association. Commencing January 1, 2008 and continuing each January thereafter, annual and special assessments for the then-commencing calendar years shall be determined by two-thirds vote of the quorum of members present at any annual or special meeting in person or by proxy duly called and noticed for the purpose of establishing said assessments, and shall be assessed at the lot rate specified in article IV Section 3 of this Declaration, and shall be due and payable at such time and shall be considered delinquent if not paid by April 30th of each year. The annual assessment for successive calendar years shall be determined by two-thirds vote of the quorum of the membership at any annual or special meeting in person or by proxy. If the membership has not convened a meeting of the membership by April 30th for the purpose of establishing the current year's annual assessments, the annual assessment for the current year shall be the same as that established for the previous calendar year. The assessment will then become due on or before July 30th of that year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the association may levy a special assessment for road maintenance and legal fees associated with the representation of the association, provided that any such special



assessment has the assent of two-thirds vote of the quorum of the membership in person or by proxy at a meeting duly called for that purpose or who execute a written agreement to that effect.

Section 5. Notice for any Action Authorized Under Sections 3, 4, or 5. Written notice of any member meeting called for the purpose of taking any action authorized under sections 3, 4, or 5 of this article shall be mailed, delivered, or electronically transmitted to all members not less than fourteen days or more than thirty days in advance of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 3 or 5. At any meeting of the members, the presence of members entitled to cast thirty percent (30%) of all the votes of membership entitled to vote at such meeting shall constitute a quorum. If the required quorum is not present at said meeting, another meeting may be called, subject to the notice requirement established by this Section, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In lieu of holding a meeting for the purpose of taking any action authorized under Sections 3 or 5 of this Article, the members of the Association may waive the meeting and notice requirements by signing an agreement to that effect, and any action that could have been taken at any such meeting may be taken if memorialized by a written document signed by all members of the Association. An officer of the Association shall prepare a summary of each meeting, which shall be maintained in the records of the Association. The summary shall include a list of members present (whether by proxy, teleconference, or in person), a description of the discussion, and a record of any decisions that may be made at said meeting, including the votes thereon, whether in person or by proxy.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ninety (90) days after the assessment date, or a payment plan is not in place with a signature by the member and strictly adhered to within ninety days of the assessment date, shall bear interest from the delinquency date at the rate of seven



(7%) per annum or at such other legal rate as may be established by the board of directors. In addition, there shall be charged a late fee in the amount of \$5 per month after such ninety (90) day period. If a member is delinquent he is not entitled to vote or present a proxy at any annual or special meeting until his/her assessments are paid in full. Thereafter, the association may file a claim of lien, which is valid for one year, in the public records of Leon County, and upon recording the notice of lien and furnishing a copy of the same to the delinquent owner by certified, return receipt requested mail. After thirty days from when the lien was filed, the association may, at its option, bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The association shall be entitled to a reasonable attorney's fee from the delinquent owner or in the foreclosure whether or not an action is instituted. No owner may waive or otherwise escape liability for the assessments.

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

ARTICLE V – EASEMENTS AND COMMON AREAS

Section 1. Easement for Ingress and Egress. The Association hereby reserves, excepts, imposes, grants, and creates a non-exclusive perpetual easement to and on behalf of the Association, the Owners, and their grantees, heirs and successors in interest for ingress, egress, and maintenance of roadways over, across, and through that certain property more particularly described in Exhibit "B" attached hereto and by reference made a part hereof. The Association shall have sole responsibility for construction and maintenance of any roadway within said Common Area. The roadways shall be maintained at the sole expense of the Association.



Within said Common Areas, no activity, structure, planting, or other material which may interfere with the use and purpose of the easement shall be conducted, placed, or permitted to remain. Each Owner shall be personally and individually liable for any and all damages and impairments to the Common Areas caused or facilitated by the Owner, his/her family, guests and invitees, and said Owner shall immediately repair any such damages or impairments so occasioned. Each Owner shall also be personally and individually liable for any and all injuries or damages suffered by himself, his/her family, guests and invitees as a result of access to and activities in, over, upon, and within the Common Areas.

Section 2. Buck Lake Woods Infrastructure Maintenance. The Common Areas and any roadway established within "Buck Lake Woods," whether by the plat thereof or otherwise, shall be for the exclusive use and enjoyment of the Owners of Lots within said subdivision and shall be maintained by, and at the sole expense of, the Association. Each future Owner of any Lot in "Buck Lake Woods" by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to share in the responsibility for reconstruction, repair, and maintenance of any roadway, within said subdivision.

ARTICLE VI – LAND USE

No lot shall be used except for single-family residential purposes. The maximum density for each lot shall be one (1) dwelling unit per lot, whereas dwelling shall not be defined as motor homes or travel trailers.

ARTICLE VII

Subdivision of Lot Each Lot shall be a minimum of 1.25 acres. No Owner may subdivide or partition any Lot, if any such resulting Lot is less than 1.25 acres.



ARTICLE VIII – ANIMALS AND NUISANCES

Household pets such as dogs or cats are permitted, but must be leashed or confined to the owner's property at all times. Commercial breeding of household pets is not allowed. Pigs, hogs, cows, roosters, chickens and goats are not permitted.

ARTICLE IX – GARBAGE AND REFUSE DISPOSAL

All equipment and receptacles for the storage or disposal of scraps, litter, leaves, limbs, rubbish, trash, garbage, or other waste shall be kept in a clean and sanitary condition.

ARTICLE X – REMOVAL OF OR BRINGING IN MODULAR HOME OR TRAILER

It is the member's responsibility to notify a member of the board of directors before removing a trailer or modular home from a lot, or bringing in a trailer or modular home to a lot in Buck Lake Woods so that the contractor will be supervised so as not to destroy any of the common areas.

ARTICLE XI – GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded,

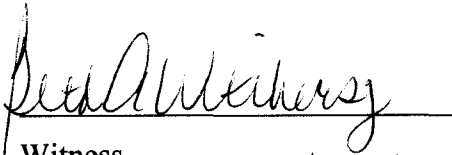


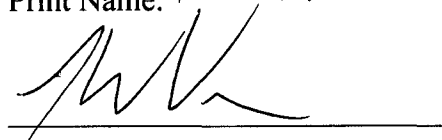
after which time they shall be automatically extended for successive periods of ten (10) years.

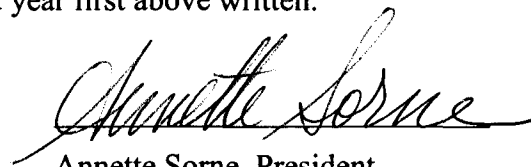
Section 4. Amendment. This Declaration may be amended by an instrument signed by not less than $\frac{2}{3}$ rd of the members of the Association entitled to vote. No amendment shall affect priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for therein, unless the holder of the mortgage joins in the execution of the amendment. Any amendment hereto must be recorded.

Section 5. Attorney Fees. The prevailing party in any action to enforce the covenants and restrictions provided under this Declaration or to require the Association to perform its obligations concerning annual assessments and the maintenance and repair of Common Areas imposed by this Declaration shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned as an officer of the Association hereby certifies that the requisite number of votes has been received from the Owners in each of Unit 1 and Unit 2 of the Subdivision to amend the previous declarations, and has caused this Declaration to be executed as of the day and year first above written.


 Witness
 Print Name: Beth A. Witherspoon


 Witness
 Print Name: Maegan Vause


 Annette Sorne, President
 Buck Lake Woods Property Owners Association



STATE OF Florida
COUNTY OF Duval

The undersigned hereby certifies that ANNETTE SORNE, personally appeared before me this 13 day of Sept, 2007, and acknowledged that she is the President of BUCK LAKE WOODS PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, and that by authority duly vested in her by said corporation and as an act of the corporation, the foregoing instrument was signed in its name and that said ANNETTE SORNE is known to me or produced _____ as identification.

Martha A. Witherspoon
Notary Public

My Commission Expires:

(NOTARY SEAL)

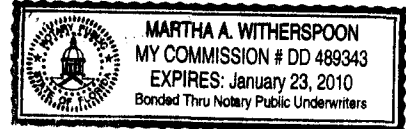


EXHIBIT "A"

The following described property, situate, lying and being in Leon County, Florida:

The Northeast Quarter of the Southeast Quarter of Section 20, Township 1 North, Range 2 East, Leon County, Florida, containing 40 acres, more or less.

ALSO

Begin at the Northwest corner of the East half of the West half of the Southeast Quarter of the Southeast Quarter, Section 20, Township 1 North, Range 2 East, thence run South along the West boundary a distance of 794 feet, more or less, to the POINT OF BEGINNING, thence South 250 feet, thence East 270 feet, more or less, to a point lying sixty (60) feet West of the East boundary of the aforementioned property, thence North 250 feet; thence West to the POINT OF BEGINNING, containing 1.55 acres, more or less.

ALSO

Begin at the Northwest corner of the East Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 20, Township 1 North, Range 2 East, thence run South a distance of 294 feet, more or less, to the POINT OF BEGINNING, thence continue South 500 feet, thence East 270 feet, more or less, to a point lying 60 feet West of the Eastern boundary of the aforesaid property; thence North 500 feet, thence West 270 feet, more or less to the POINT OF BEGINNING, containing 3.10 acres, more or less.

ALSO

Begin at the Northwest Corner of the East half of the West half of the Southeast Quarter of the Southeast Quarter, Section 20, Township 1 North, Range 2 East, thence run South 294 feet, more or less, thence East 270 feet, more or less, to a point lying 60 feet West of the Eastern boundary of the aforesaid property, thence South 1000 feet to a point on the North right-of-way boundary of SR-158, thence East 60 feet along said right-of-way boundary to the Eastern boundary of the aforesaid property, thence North 1294 feet, more or less to the Northeast corner of the aforesaid property, thence West to the POINT OF BEGINNING.

ALSO

The Southeast Quarter of the Northeast Quarter of Section 20, Township 1 North, Range 2 East, Leon County, Florida.

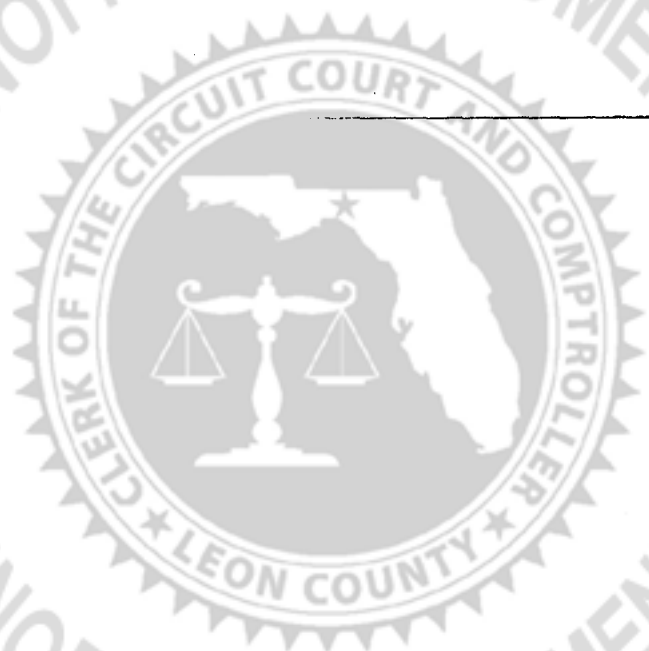


EXHIBIT "B"

LEGAL DESCRIPTION OF ROADWAY EASEMENT AT BUCK LAKE WOODS

The East 60 feet of the West half of the Southeast quarter of the Southeast quarter of section 20, Township 1 North, Range 2 East, Leon County, Florida.

Also a 60 foot strip of land described as being 30 feet right and left of the following described center line;

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of section 20, Township 1 North, Range 2 East and run S. 88 degrees 59 minutes 17 seconds W. 702.0 feet along the South boundary of said forty to the POINT OF BEGINNING of this center line description, thence N. 37 degrees 49 minutes W. 52.2 feet to a point, thence N. 4 degrees 27 minutes E. 337.90 feet to a point, thence N. 77 degrees 47 minutes E. 131.48 feet to a point, thence S. 79 degrees 28 minutes E. 279.73 feet to a point, thence N. 7 degrees 30 minutes E. 102.1 feet to a point, thence N. 2 degrees 02 minutes E. 290.57 feet to a point, thence N. 18 degrees 43 minutes E. 84.84 feet to a point, thence N. 0 degrees 55 minutes W. 91.86 feet to a point, thence N. 8 degrees 36 minutes E. 74.95 feet to a point, thence N. 3 degrees 52 minutes W. 196.35 feet to a point, thence N. 25 degrees 36 minutes W. 153.15 feet to a point on the North boundary of the Southeast quarter of the Southeast quarter of section 20 and the end of this center line description.

Also a 60 foot strip of land described as being 30 feet right and left of the following described center line,

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of section 20, Township 1 North, Range 2 East, Leon County, Florida and run S. 88 degrees 59 minutes 17 seconds W. 702.0 feet along the South boundary of said forty to a point, thence N. 37 degrees 49 minutes W. 52.2 feet to a point, thence N. 4 degrees 27 minutes E. 337.9 feet to a point which is the POINT OF BEGINNING, thence N. 68 degrees 17 minutes W. 118.77 feet to a point, thence S. 82 degrees 30 minutes W. 180.21 feet to a point, thence N. 3 degrees 42 minutes E. 162.6 feet to a point, thence N. 5 degrees 32 minutes W. 201.87 feet to a point, thence N. 3 degrees 44 minutes E. 554.27 feet to a point on the North boundary of the Northeast quarter of the Southeast quarter of section 20, Township 1 North, Range 2 East, and the end of this center line description.

