

Mineral Rights?

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

This Declaration of Restrictions and Protective Covenants (sometimes referred to in this instrument as the "Protective Covenants", "Declaration" or "Restrictions") is made by I-10 TIMBER COMPANY, a Florida Corporation, (referred to in this instrument as "Declarant" or "Developer"), which owns the real property subject to these Protective Covenants which property includes the following lands:

SEE SCHEDULE "A" ATTACHED

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Declarant hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, and burdens hereafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deriving title through Declarant. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of that above described real property.

ARTICLE I DEFINITIONS

As used in this Declaration, the following terms have the meaning indicated below:

1. "Owner" means the owner (including contract purchasers), whether one or more persons or entities, of Parcel A or Parcel B, as described in Schedule "A" attached, but excluding those who have an interest merely as security for the performances of an obligation. The provisions of this Declaration apply to each parcel without regard to whether a dwelling unit or building is located on the parcel.
2. "Property" or "Land" means Parcel A or Parcel B as described in Schedule "A" attached.
3. "Lot" means Parcel A and Parcel B described in the Schedule "A" attached.
4. "Declarant" or "Developer" means I-10 Timber Company and the Declarant's successors and assigns.
5. "Front lot line" means the Lot line where the Developer located the driveway entrance.

ARTICLE II RESTRICTIVE COVENANTS

Each and every Owner of an interest in Parcel A and Parcel B, as shown in Schedule "A" attached, covenants to comply with the restrictions and other matters set forth herein. The provisions of these Covenants and Restrictions are in addition and not in lieu of any present or future State, County, City, or other governmental policies or ordinances affecting land use and other matters. All Owners agree and covenant to each other to abide by all such ordinances and policies.

1. Violations: In the event of a violation or breach of any item within the Declaration by any person or concern claiming by, through or under the Declarant and the Owner of any Lot, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

2. Minimum Size of Residence: Permanent dwellings shall be constructed in a professional manner meeting all requirements of the Building and Zoning Department of Columbia County and all dwellings must have a minimum inside climatized area of Nine Hundred Fifty (950) square feet. Mobile homes and modular housing will be allowed, providing they meet the minimum square footage requirement, are double-wide or larger, no less

than 24' wide and 40' long and are in good condition. Mobile homes must not be older than five (5) years at the time they are placed on the Property. All mobile homes must be skirted within sixty (60) days of delivery to the Lot. All construction must be completed within a reasonable period of time. All improvements to the Lot shall be done in a neat and orderly manner. These restrictions do not prohibit a second (but no more) single-family residence for any lot, whether site-built, mobile home or modular housing.

3. New Materials: Only new materials may be used in the construction of any on-site residence, outbuildings, or other structures. Used brick and old beams may be used in the new construction.

4. Temporary Facilities: Travel trailers, campers and motor homes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis not to exceed seven (7) days per any 30 consecutive day period. If the Owner is actively building their own home, they are not prohibited from living in a travel trailer, camper or motor home for a period not to exceed twelve (12) months. All motor homes, campers, recreational vehicles, trailers, and boats shall be parked in the rear of the lot. Tents, lean-tos, tarps, unsightly structures, etc. are not allowed to be set up on any lot.

5. Trash, Junk and Garbage: The Owners shall keep their lots clean and cleared of cumulative growth and rubbish (trash, junk, garbage, abandoned automobiles, etc.). The Developers may clean said lots, remove rubbish, and charge the owners with all costs incurred in doing so if Owners have not cleaned or removed rubbish from their lot within thirty (30) days of receipt of written notice by certified or registered mail from entity enforcing these covenants and restrictions, that cleaning and removal of rubbish is required. Said costs may be collected by placing a lien against said lot and by its foreclosure in due and legal manner.

6. Signage: No sign of any kind shall be displayed to the public view on the Lot except signs installed by the Developer. The sole exception is that one (1) real estate sign no larger than eighteen (18) inches by twenty-four (24) inches may be placed on the Lot during the time which the Lot is for sale.

7. Commercial Activities, Noxious or Offensive Activities: No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other parcel owners. In that regard, no hunting or target practice with firearms shall be permitted. *Nothing said about bow hunting! (u)*

8. Set Backs: Set back line of the dwelling shall be fifty (50) feet from the Front Lot Line and twenty five (25) feet from any side or back line. All Outbuildings shall be located behind the portion of the dwellings which faces the Front Lot Line and not closer than twenty five (25) feet to the side or back line.

9. Borrow Pits/Ponds: No defacement of property is allowed. Borrow pits are not allowed. A pond may be constructed and maintained on any lot so long as all necessary permits are obtained. If a pond is constructed, it must be maintained in such a way as not to become a nuisance.

10. Lot Use: No Lot may be used for promotion of business, amusement, or manufacturing purposes. In addition, no building situated on the above described land shall be used for business commercial, amusement, charitable or manufacturing purposes. It is intended that Parcel A and Parcel B shall only be used for residential purposes. No offensive activity shall be carried on upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots.

11. Animals: No swine shall be raised, bred or kept on any lot. Dogs, cats and other pets may be kept, so long as they are within the confines of the Owner's lot, or within the Owner's dwelling place. Livestock are allowed, except for swine, to be kept on the property as allowed under the Columbia County code regulations. Animal pens shall be kept clean and neat in appearance. Animals, whether by action or number, shall under no circumstance create a nuisance to the neighbors in the development; in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.

12. Easements: Easements as described in Schedule "A" attached as Parcel D and Parcel E for ingress, egress and utilities easements shall be jointly maintained by the owners of Parcel A and Parcel B. No structure, planting or material may be placed or permitted within these easements. Any damage to these

easements shall be promptly restored and repaired by the party whose installation or maintenance caused the damage. The easement areas shall be jointly maintained continuously by the owners of Parcel A and Parcel B, except those improvements for which a public authority or utility company is responsible.

13. Other Rules: Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Columbia County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of any parcels covered by these Restrictions and Protective Covenants.

ARTICLE III **WETLAND RESTRICTIONS**

Some lots may contain wetland areas as defined in Chapter 373, Florida Statutes. The following uses are prohibited within the wetland areas:

- a) Construction or placement of buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above ground;
- b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- c) Removal or destruction of trees, shrubs, or other vegetation;
- d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;
- e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation; and
- g) Acts or uses detrimental to such retention of land or water areas.

ARTICLE IV **ADDITIONS AND AMENDMENTS**

Developer reserves and shall have the sole right to amend these Restrictions and Protective Covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Developer may include in any contract or deed or other instrument hereafter made additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the Covenants and Restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this Declaration may be amended only upon the execution and recordation of any instrument used by Developer, for so long as he holds title to any Lot affected by this Declaration.

When a building has been erected or construction thereof substantially advanced, and is situated on any lot or lots in such a manner that the same constitutes a violation or violations of these restrictions, Developer shall have the right, at any time, to waive and release such lot from the provisions and requirements of these restrictions, provided, however, that Developer shall not release a violation or violations of such covenants and restrictions except as to violations determined to be minor, and the power to release any such lot from any violation or violations shall be dependent on the determination of Developer that the violation or violations for which releases are given are minor.

ARTICLE V **MISCELLANEOUS**

Section 1. The Developer hereby reserves and may grant to any public utility, public body a ten (10) foot wide easement for utilities and drainage, and ingress and egress to construct and maintain and replace the same, along and adjacent to each and every boundary line of each and every Parcel.

Section 2. The violation of these Restrictions and Covenants shall entitle the Developer or any Owner, to bring legal action to enjoin such violation or compel compliance with the terms hereof, in addition to all other remedies available to them by law. All costs of such litigation, including reasonable attorney's fees to the prevailing party's attorney, shall be paid by the Owner or other person found in violation.

Section 3. Invalidation of any one of the provisions of these Restrictions and Covenants by judgment, decree or court order shall in no way affect any of the other provisions hereof, which same shall remain in full force and effect.

Section 4. These Restrictions and Covenants shall become effective upon recordation in the public records of Columbia County, and shall become a covenant running with the land.

ARTICLE VI
TERM

These Covenants shall run until 2029 at which time they shall automatically extend for successive terms of ten (10) years unless both of the then Lot owners agree to modify, change, or rescind them. Any change or modification shall be in writing and recorded in the public records of Columbia County, Florida.

IN WITNESS WHEREOF, the parties have hereunto executed, this Declaration of Restrictions and Protective Covenants on this 8th day of May, 2009.

Signed, sealed and delivered
in the presence of:

I-10 TIMBER COMPANY, a Florida Corporation

Kelly Wise

By: Audrey S. Bullard
Audrey S. Bullard, President

Kelly Wise
(Typed or Printed Name)

Holly Hanover

Holly Hanover
(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, Audrey S. Bullard, President of I-10 TIMBER COMPANY, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 8th day of May, 2009.

Holly C. Hanover
Notary Public

Holly C. Hanover
Notary Public Printed Name
My Commission Expires: 5-18-10



Holly C. Hanover
Commission # DD553935
Expires May 18, 2010
Bonded Troy Fan - Insurance, Inc. 800-385-7019