

**DECLARATION OF AMENDED COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TWELVE OAKS PLANTATION, A SUBDIVISION**

THIS DECLARATION, made this 50 day of March, 2007
by GRANDE ISLE RESORTS, INC., a Florida corporation, hereinafter referred to as
"Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in Santa Rosa
County, Florida, and more particularly described as follows, to-wit:

For legal description, see Exhibit "A" attached and
incorporated herein by reference which is or will be platted
as Twelve Oaks Plantation.

NOW THEREFORE, Declarant hereby declares that all of the Property
described above together with such additional Property as may, by amendment to
this Declaration, be brought under control of the Association 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 said Property and
which shall run with the Property and be binding on all parties having any right, title
or interest in the described property, or any part thereof, and upon all persons
deranging title through the Declarant, and their respective 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 Twelve Oaks Plantation Homeowners
Association, Inc., a Florida non-profit corporation, its successors and assigns. This is the
Declaration of Covenants, Conditions and Restrictions to which the Articles of
Incorporation and Bylaws of the Association make reference. A copy of the Articles
of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B"
and "C," respectively.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more

persons or entities, of a fee simple title to all or any portion of any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought with in the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property, easements and any other interests in real property (including any improvements thereto or thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are Parcel A, B and C, all as reflected on the Plat.

Section 5. "Common Elements" shall include the fences on Common Areas, street lights (if installed), and all irrigation systems, lighting, signs, landscaping and other improvements located on the Common Areas and other improvements together with all subdivision signs located on the Common Areas.

Section 6. "Lot" shall mean and refer to each of the platted lots as shown on the Plat as recorded in the public records of Santa Rosa County, Florida and any such Lots shown on a Plat or Plats, of Annexed Property when brought under the jurisdiction of the Association. In the event a portion of a lot is added to another lot due to building encroachments, setback violations or for other reasons, such combination of lots and the remainder of a lot shall also each constitute a "Lot" under this definition.

Section 7. "Declarant" shall mean and refer to GRANDE ISLE RESORTS, INC., its successors and assigns.

Section 8. "Plat" shall mean and refer to the Plat of Twelve Oaks Plantation Subdivision which is recorded in the public records of Santa Rosa County, Florida and the Plat or Plats of Annexed Property if and when same are recorded in the public records of Santa Rosa County, Florida, and brought under the jurisdiction of the Association.

Section 9. "Subdivision" shall mean and refer to Twelve Oaks Plantation Subdivision situated in Santa Rosa County, Florida, according to the Plat and to Annexed Property if and when a Plat, or Plats, thereof are recorded in the public records of Santa Rosa County, Florida and brought under the jurisdiction of the Association.

Section 10. "Annexed Property" or "Future Phases" shall mean and refer to possible future phases which may be brought within the jurisdiction of the Association upon recording of the plat, or plats, therefore and the recording of an amendment to this Declaration specifically setting forth the intent of the Declarant to

bring such additional Properties under the jurisdiction of the Association. Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way imply, infer or be interpreted that any property owned by Declarant, or in which Declarant has any right or option to purchase, other than Twelve Oaks Plantation, shall be subject to the covenants, conditions and restrictions herein set forth, and no covenants, conditions or restrictions shall in any way be created hereby with respect to any property other than Twelve Oaks Plantation, whether by negative implication or otherwise.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Area Easements. Every owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

- (a) Displaying and maintaining a sign identifying the subdivision on the Common Areas.
- (b) Installing and maintaining landscaping, lighting and irrigation systems (if any) on the Common Areas.
- (c) Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

Section 2. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

- (a) The right of the Association to expand or bring other properties within the jurisdiction of the Association.
- (b) An easement in favor of Declarant and Association to develop and construct improvements on the Common Areas and to repair and maintain any existing improvements on such Common Areas provided, however, Declarant shall have no obligation to so repair and maintain any improvements once constructed with such being the responsibility of the Association.

Section 3. Common Elements. The Common Elements shall be owned by the Association for the use and benefit of every Lot Owner and shall be properly maintained by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot 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. *The Association shall have two (2) classes of voting membership.*

Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that if, after conversion of the Class B membership to Class A membership, additional property is annexed, the Class B membership shall thereupon be reinstated with Declaration being a Class B member as to all Lots owned by Declarant in the annexed property until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership in the annexed property.

Section 3. Notwithstanding the foregoing, members other than the Declarant (which excludes builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) are entitled to elect at least a majority of the members of Board of Directors three months after ninety percent (90%) of the Lots in Twelve Oaks Plantation and all future phases (if any) have been conveyed to members.

Section 4. Declarant shall be entitled to elect at least one member to the Board of Directors as long as Declarant holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

Section 5. After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

Section 6. In all events, Class B membership shall cease to exist and be converted to Class A and shall not thereafter be reinstated on January 1, 2008.

Section 7. The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one lot for resale purposes.

ARTICLE IV

COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants and each Owner of any Lot by acceptance of any Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements, such annual and special assessments to be established and collected as hereinafter provided (any annual assessment due under this Article IV referred to hereinafter as the "annual assessment," and any special assessment due under this Article IV referred to hereinafter as the "special assessment"), (annual assessments and special assessments under this Article IV referred to hereinafter at times collectively as "assessments"). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

Section 2. Purpose of Assessments.

- (a) The annual and special assessments levied by the Association under this Article IV shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the Common Areas, and any improvements situated thereon and for maintenance of the Common Elements. The Association shall have the obligation to maintain any Common Areas and all improvements thereon and shall maintain the Common Elements and shall maintain adequate liability insurance, and fidelity bond coverage in such minimal amounts as may be required by FHA, VA and FNMA, from time to time.

- (b) *The Owner shall be responsible for maintenance and repair of any and all improvements located within his Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements.*

Section 3. Annual Assessment. Until January 1, 2007, the maximum annual assessment under this Article IV shall be \$120.00 per Lot, payable in semi-annual installments, in advance on January 1 and July 1 of each year.

- (a) From and after January 1, 2008, the maximum annual assessment under this Article IV may be increased each year by an amount not more than ten percent (10%) above the potential maximum assessment for the previous year without a majority vote of the owners.
- (b) From and after January 1, 2008, the maximum annual assessment may be increased by more than ten percent (10%) by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association may fix the annual assessment under this Article IV at an amount not in excess of the potential maximum assessment without a vote of the owners.

Section 4. Special Assessments for Subdivision Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment under this Article IV for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of an improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment shall have the approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another second meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual assessments and special

assessments under this Article IV shall be fixed at a uniform rate for all Lots in the Subdivision including all Future Phases when such are brought under the jurisdiction of the Association provided, however, Declarant shall not be obligated to pay any annual assessments for Lots owned by it for two (2) years after the recording of the Plat establishing such Lots, provided Declarant pays the portion of the common expenses incurred by the Association that exceed the amount assessed against the other Lot owners. Each Owner shall be responsible for an equal share of the total annual assessment and any special assessment computed by multiplying the total annual or special assessment by a fraction, the numerator which shall be one and the denominator of which shall be a number equal to the total number of lots then under the jurisdiction of the Association and subject to assessments. For purposes of Twelve Oaks Plantation only, each owner shall be responsible for 1/65th of the total annual assessment and any special assessment until Future Phases are annexed.

Section 7. Annual Assessment Periods and Due Date. The obligation for assessments shall commence for each owner, other than Declarant, on the date the Owner acquires title to a Lot and shall be payable in a prorata amount according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The due date shall be established by the Board of Directors if other than as set forth herein. The Association shall, upon demand and for a 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 8. Effect on Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for under this Article IV herein by non-use of the Common Areas, or by sale or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article IV and as provided for elsewhere in this Declaration recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the

Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Santa Rosa County, Florida, prior to the recording of the foreclosed mortgage (or for which a deed in lieu of foreclosure is given), and such subordinate lien shall be extinguished automatically upon the recording of the certificate of title or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of any interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all lots as a common expense.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, sign, wall, sidewalks, or other structures or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the "Twelve Oaks Plantation Restricted Covenants" is approved in writing by the "Twelve Oaks Plantation Review Board", or the Architectural Review Representative, selected by a majority vote of the "Twelve Oaks Plantation Review Board". Plans and/or specifications shall be submitted to the "Twelve Oaks Plantation Review Board", or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and/or specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be P. Randy Fiveash, Geoff Head and Howard O. Head, and shall serve as the sole members of the Architectural Control Committee until June 1, 2007, or their earlier resignation, at which time successor members may be appointed by the Board of Directors of the Association, but in any event the aforementioned members shall continue to serve until their successors are appointed.

Any owner acquiring title to a lot in the subdivision from Declarant, or from a successor in title to Declarant, shall expect that the Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type and style are not compatible with the existing use of homes in the subdivision, or that portion of the subdivision.

Section 2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, the violation shall be reported immediately to the Santa Rosa County Planning and Zoning and shall be subject to the rules and procedures as described in the duly adopted Santa Rosa County Land Development Code.

Section 3. Style, Design and Location of Mailboxes. To create a uniform appearance throughout the Subdivision, the Declarant has determined that it is necessary and desirable to specify the location and design for all mailboxes in the Subdivision. Mailbox shall be constructed of brick matching the brick veneer of the residence it serves. Unless otherwise approved by the Committee, mailboxes shall be located within five feet of the driveway and as close as possible to the center of the lot.

ARTICLE VI

BUILDING SETBACK LINES AND CONSTRUCTION

RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

Section 1. Single Family Residence Purposes. No Lot in the Subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, detached single family dwelling not to exceed two stories in height.

Section 2. Minimum Square Footage. No one story dwelling shall be erected on any lot having a living area of less than 1500 square feet, and no dwelling with more than one story of living area shall have a first floor living area of less than 900 square feet and a total living area of 1500 square feet. All square footages shall be exclusive of open porches, carports or garages. Each dwelling shall have an enclosed garage of sufficient size to house two vehicles.

Section 3. Setback Lines. No residential structure shall be erected on any Lot in the Subdivision which does not conform to the setback lines, if any, drawn on the recorded Plat, and set forth in the Santa Rosa County Land Development code. In the event a portion of a Lot is added to another Lot, the newly defined lot shall be subject to the Santa Rosa County Land Development Code.

Section 4. Exterior Veneers and Finishes. Each residence erected on any lot shall have a brick veneer finish extending from the top of slab to the top of the first floor plate line. Vinyl siding may be used in gable ends and second floor walls only.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any lot in said subdivision and no lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 2. No noxious or offensive trade or activity shall be carried on or maintained on any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No mobile living facility or structure of a temporary character shall ever be used as a residence.

Section 4. Trash, garbage, or other waste shall not be kept except in sanitary containers. Trash and garbage containers must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.

Section 5. All structures, improvements, yards, driveways, and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the subdivision.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In no event shall more than two household pets be kept on any lot at any one time.

Section 7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, however, DECLARANT may erect a sign not exceeding four feet in height by eight feet in width as to the dimensions of the sign on any lot which it owns or on the Common Area advertising the lots for sale.

Section 8. Any fence constructed shall be made of wood, brick, wrought iron or other decorative material or shall consist of a growing hedge. With the exception of a growing hedge not to exceed six feet in height, no fence shall be erected nearer to the front lot line of any Lot than the front line of that portion of the residential

structure that composes the living area of the residential structure (excluding the garage and any other portions of the residential structure that are not living area).

Section 9. Utility, drainage, or other easements shall not be fenced in any manner that will prohibit access for the purpose of normal maintenance. Lot owners of lots that have public drainage easements may fence said easements as long as the fencing meets other requirements set forth herein, and said lot owners provide double gates to allow normal maintenance. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 10. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each building lot to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered. The Green Belt areas designated on the Plat, if any, shall remain, to the extent reasonably possible, undisturbed and no lot or building site owner or other person or entity shall materially interfere with the natural Green Belt areas, if any, as designated on the Plat.

Section 11. No outside clothes lines visible from the street or adjacent property or other items detrimental to the appearance of the subdivision shall be permitted on any lot.

Section 12. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 13. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except dishes eighteen (24) inches in diameter or smaller shall be permitted in a back yard, in which case it shall be screened in such a manner as not to be visible from adjacent lots or visible from the street. No visible (from any view) outside antennas, poles, masts, wind mills or towers shall be erected on any Lot.

Section 14. No boats, trailers, motor homes, campers, or other recreational vehicles shall be parked on any lot in the subdivision unless done in such a manner as to not be visible from the street. Parking of such vehicles for a period of not more than three days for boats and campers, to allow cleaning, and one week for motor homes,

Section 15. During the entire time of the construction of any residential dwelling on any lot or building site, each owner and/or builder must maintain an industrial waste container on said lot or building site for the use in disposing of building debris and trash. Each such lot or building site shall be maintained as free of building waste and rubble as is reasonably possible.

Section 16. No above-ground electric, telephone, cable television, radio or other such wiring or utility service shall be permitted in the subdivision.

Section 17. No radio, stereo, or any other device transmitting sound, live or recorded, or any noise from any other source, shall be played in a loud manner. A "loud manner" is defined as any sound intensity which could be an annoyance or nuisance to neighboring units.

Section 18. No outside basketball goals shall be erected on any Lots unless hidden from view. Portable basket ball goals shall be allowed at driveways as long as they are removed and stored hidden from view when not in use.

Section 22. All outdoor cooking, including permanent or portable barbeque grills shall be screened from view from street or adjacent lots.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. 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. Failure by the ASSOCIATION, or any owner, to enforce any covenant 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a document signed by the then owners of two-thirds (2/3) of the lots agreeing to change these covenants in whole or in part, which has been recorded in the public records of Santa Rosa County, Florida.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties (subject to provisions of Section 6 of this Article), dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Mortgaging of Common Areas. The Common Area, now existing or hereinafter included in these restrictions, cannot be mortgaged or conveyed by the Association, or any other entity, without the consent of at least two-thirds (2/3) of lot owners (excluding the Declarant).

Section 6. Annexation. Declarant may, in its sole discretion and without consent of any owner or the Association, at any time, and from time to time, annex such additional property owned by Declarant adjoining the subdivision or adjoining any previously annexed property, as Declarant shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Santa Rosa County, Florida, executed by Declarant, describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including different use restrictions), all as determined by Declarant in its sole discretion. Following in any all such annexations, the owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation documents. Any such annexation shall require HUD/VA approval as long as there is Class B membership, provided, however, such approval shall not be required if, once the adjoining property is annexed, it is subject to the provisions of the Declaration (as amended by such annexing document) and all property owners of such annexed property are members of the Association and subject to the provisions of the Association's Articles and Bylaws.

IN WITNESS WHEREOF, the Declarant, as of this date owning 41 lots and controlling 123 class B votes, has executed this Amendment Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Plantation this 20th day of March, 2007.

Signed, sealed and delivered **DECLARANT:**

in the presence of:

GRANDE ISLE RESORTS, INC.

Najeeb Khan
Print Name: Najeeb Khan

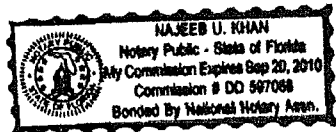
Breeta Love
Print Name: Breeta Love

By: *Howard O. Head*
Howard O. Head, ITS President

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 20th day of March, 2007, by HOWARD O. HEAD, President of GRANDE ISLE RESORTS, INC., () Florida Driver's license number _____) or () who is personally known to me.

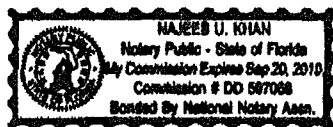
Najeeb U. Khan
NOTARY PUBLIC



ENJOINMENT STATEMENT

IN WITNESS WHEREOF, Scott LaCoste Construction, Inc., Enjoiner as of this date owning 7 lots and controlling 7 class A votes, does hereby enjoin the execution of this Amendment Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Plantation this 20th day of March, 2007.

Signed, sealed and delivered **ENJOINER:**



in the presence of:

SCOTT LACOSTE CONSTRUCTION, INC.

Najeeb Khan
Print Name: Najeeb Khan

Breela Love
Print Name: Michael Love

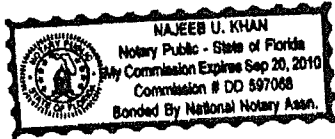
By: SLC
Scott LaCoste, Its President

By: SLC
Scott LaCoste, Individually

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 20th day of March, 2007, by Scott LaCoste, President of Scott LaCoste Construction, Inc., () Florida Driver's license number _____ or () who is personally known to me.

Najeeb U. Khan
NOTARY PUBLIC



STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 20th day of March, 2007, by Scott LaCoste, Individually, () Florida Driver's license number _____ or () who is personally known to me.)

Najeeb U. Khan
NOTARY PUBLIC

