

DECLARATION OF RESERVATIONS AND PROTECTIVE COVENANTS

**Canopy Crossing**

Dated: October 5th, 2005

State of Florida

County of Holmes

**ARTICLE I.**

This Declaration of Reservations and Protective Covenants ("the Declaration") made this the 5th day of October, 2005, by HOLMES TIMBERLAND, LLC a Florida limited liability company, herein after called Declarant;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real Property described in Exhibit A to this Declaration (the "Property") and is desirous of subjecting said real Property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such Property and for each owner thereof and shall apply to and bind the successors interest of any owner thereof.

**ARTICLE II.**

The real Property which is and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Holmes County, Florida, and is more particularly described as follows:

ALL of Parcels One (1) through Eighty-eight (88) (individually, a "Parcel" and collectively, the "Parcels"), part of the tract named Canopy Crossing (the "Development") located in Holmes County, Florida.

No Property other than that described above shall be subject to this Declaration until specifically made subject thereto. Parcel

**ARTICLE III.**

The Property hereof is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and Property values may be enhanced.

**ARTICLE IV.**

No Parcel shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any Parcel; however household pets such as cats or dogs are permissible provided they are not bred or maintained for commercial purposes. Horses will also be allowed, provided that no more than one (1) horse per fenced in acre is to be kept on any Parcel and that any such animal is housed in a barn or other similar structure and enclosed with approved fencing. Each Parcel owner shall maintain any improvements placed upon any Parcel, and no unsightly or dilapidated buildings or other structures shall be permitted on any Parcel with the exception of any pre-existing structures. No parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any Parcel or road in the Development.

No residence shall be erected, constructed, maintained, used or permitted to remain on any Parcel other than one single-family dwelling of not less than 1,400 square feet of heated living space with a minimum of 1000 square feet on the first floor. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

No more than one barn or outbuilding may be constructed on any Parcel. Said outbuilding shall be used only for the purposes of housing boats, cars, RVs, lawn, garden equipment and horses. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top with some sort of door, which would thus close in all four sides of the building.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any Parcel as a residence or for storage, either temporarily or permanently. Only stick built or log homes are permitted to be built within Canopy Crossing.

#### ARTICLE V.

No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Parcel. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any Parcel and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Parcel. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Parcel. Home-based businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the Parcel. No advertisements or signage of any kind will be permitted on any Parcel for home-based businesses.

The Declarant reserves the right to erect signs in Canopy Crossing. Signs may be erected by individual Parcel owners, but are limited to name, address, and "For Sale" signs no larger than, two (2) feet by two (2) feet in size. Signs can be placed only on individual Parcels. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. No "For Sale" signs may be erected on any Parcel until election of Canopy Crossing Property Owners Association.

#### ARTICLE VI.

No Parcel smaller than 20 acres in size shall be further divided. Those 20 acres and above may be subdivided one time as long as no newly formed or initially created Parcel is less than 5 acres in size after subdividing and county standards and approvals are met. Additionally, each newly created Parcel therefore becomes part of Canopy Crossing with each Parcel and Parcel owner being subject to Canopy Crossing covenants and assessments. The newly formed Parcels will be numbered the same as the initial lot with the designation and identification of "A" being added to the Parcel number.

Declarant shall have the absolute right, in Declarant's sole discretion, to combine and divide or re-divide any Parcels owned by Declarant and to place on record, plats of any such combined, divided or re-divided Parcels. Declarant has the right to submit or withdraw said Parcels from the provisions of these covenants without the consent of the owners of the other Parcels or the Canopy Crossing Property Owners Association in Canopy Crossing. Should Declarant so combine or divide any Parcel

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or Parcels, each resulting Parcel shall be considered one Parcel for all purposes hereunder, including for the purpose of levying assessments.

#### ARTICLE VII.

No structure, other than a fence, may be built within fifteen (15) feet of any Property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Parcel lines and Parcel lines along any road in Canopy Crossing. In addition, the Property described in Article II hereof is subject to easements, set backs and road rights-of-way. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

#### ARTICLE VIII.

No camping is allowed. Parcel owners are prohibited from overnight stays in professionally manufactured equipment. Permanent residence in any type of camping equipment is strictly forbidden.

#### ARTICLE IX.

The roadways, rights-of-way and common areas constructed throughout Canopy Crossing are for the common use of the Declarant, Parcel owners and the respective heirs, successors or assigns of the Declarant and Parcel owners. There shall be no access to any Parcel on the perimeter of the Property except from designated streets or roads within Canopy Crossing, without the express written consent of Declarant.

#### ARTICLE X.

The Declarant has formed a non-profit, non-stock corporation known as Canopy Crossing Property Owners Association, Inc. The title owners of Parcels within Canopy Crossing shall become members of the Association at time of settlement. The Declarant have the right to appoint and remove all officers and directors in the Association until the Declarant has conveyed a minimum of 90% of the Parcels within Canopy Crossing, or until such time as Declarant voluntarily relinquishes such right by written instrument delivered to the Association, whichever shall occur earlier, at which time the owners of the Parcels (including Declarant, if at such time Declarant owns any Parcel) shall elect the directors of the association. Each Parcel owner other than Declarant shall be entitled to one vote concerning election of officers and other association matters such as special assessments, dues, etc., for each Parcel owned by such owner. Declarant shall be entitled to ten votes concerning election of officers and other association matters such as special assessments, dues, etc., for each Parcel owned by Declarant.

Every Parcel in Canopy Crossing shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each Parcel owner within Canopy Crossing shall initially be the sum of four hundred dollars (\$400.00) per Parcel, per year. Assessments shall be uniform for all Parcels in Canopy Crossing, except that assessments paid by Declarant shall be one-third of the assessment for all other Parcels. The annual assessment shall be established in accordance with the Bylaws of the Association. Assessments shall commence on such date as is established by Declarant.

Assessments collected by the Association shall be used only for:

- a. Maintenance and repair expenses for roads, ditches and culverts and mowing and/or weed-eating of road banks and ditches for platted roadways within Canopy Crossing with the exception of private driveways and culverts used for access to Parcels.
- b. Maintenance expenses for entrance, landscaping, fencing and signage.
- c. Electric bills, postage and insurance.
- d. All reasonable administration costs for the perpetual continuation of the association.
- e. The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this declaration.
- f. Premiums on all insurance which the association may be required to maintain under the terms of the act.

The Association shall have the power to file with the Clerk of Circuit Court of Holmes County a notice if an assessment has not been paid by March 1 of any year and such lien shall continue until the assessment is paid, all in accordance with the Act.

#### ARTICLE XI.

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the Property Owners Association upon election of the Association's governing body.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Parcel, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without approval. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

Any Parcel owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing Parcel to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against Parcel owners who start building without approved plans. Any land disturbance must be stabilized within twenty-four (24) hours, failure of Parcel owner or owner's agent to stabilize disturbed area could result in a fine of \$100.00 per day levied by the ACC or Declarant.

The ACC has created "Building Standards" which summarizes its construction standards to be used as the criterion for the approval of proposed improvements. The ACC, Declarant, or Association shall have the power to modify, alter, supplement, or amend Building Standards at any time by an affirmative vote of seventy percent (70.0%) of Parcel owners, excluding Declarant, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals prior to election of officers shall be addressed to Canopy Crossing ACC, Bryan Hamby, 17505 West Catawba Ave. Suite 350, Cornelius, NC 28031, or to any such address as the ACC shall hereinafter be designated in writing. The ACC shall reply in writing to all plan

submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by Parcel owner(s) or builder.

The following are "Building Standards" as created by the Canopy Crossing ACC:

**Building Type:**

- Stick built construction only (no mobile, modular or systems built homes).

**Exterior:**

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, cement based siding (such as Hardi-plank) and any combination is permitted. Vinyl and aluminum siding is not permitted. Any siding made of materials other than wood must be approved by the ACC.
- Any new materials that are approved by the Florida Homebuilders Association may be considered and must be approved by the ACC.
- Exterior of homes must be of earth tone colors.
- Windows/doors must be of sound quality and workmanship and installed properly.
- No satellite dishes over 18 inches in diameter shall be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings must be constructed of similar materials and colors as the home. Exceptions for materials and colors of barns constructed on properties will be at the discretion of the ACC.
- Detached garages are permitted, but must be constructed of the same exterior material as the home.
- Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.

**Contractor Responsibilities:**

- Contractor must have proof of insurance; to include but not limited to transportation, workman's compensation, errors and omissions and liability insurance of no less than one million dollars.
- Contractor may be required to provide references to ACC prior to plan approval.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The ACC reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Canopy Crossing en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.

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- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

**Parcel Owner Responsibilities:**

- Present 2 copies of blue line schematic drawings of home to ACC. Colors used on exterior of home must be included and color samples may be required.
- Present all materials requested on attached Architectural Control Checklist to the Canopy Crossing ACC.
- Have permission of ACC before commencement of construction.
- Parcel owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the Parcel has been improved (built upon), then the owners of the improved Parcel shall maintain their Parcel (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from Parcel (s) or hidden from sight from the roadways.

**Architectural Control Checklist:**

Below is a checklist of items needed for house plan approval from the Architectural Control Committee (ACC).

**Preliminary Approval:**

- 2 copies of preliminary site plan disclosing location of all improvements to be placed on Parcel (one copy will be returned to you and one copy will be kept and placed in your file)

**Final Approval:**

- 2 copies of schematic drawings of home (locating improvements on Parcel, showing elevations on all four sides, color schemes, building materials, and all site improvements, is recommended) (one copy will be returned to you and one copy will be placed in your file).
- Contractor/Builders name
- Proof of insurance (builders risk, E&O, Auto & liability, workmen's compensation)
- List of Subcontractors to be used
- Copy of portable toilet and dumpster contract or receipt of payment
- Copy of signed disclaimer from Contractor
- General description of building materials

Upon receipt of all the above items, the ACC will respond within 15 days for Preliminary Approval and 30 days after all documents have been received for Final Approval. Copies of your correspondence to the ACC will be kept and placed in your file.

Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Parcel or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to

recover any damages against the Declarant, the ACC, or any partner, member, employee or agent of the Declarant or the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the Property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

#### ARTICLE XII.

These covenants, as may be amended in accordance with Article XIX below, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended to successive periods of ten (10) years unless, by vote by majority vote of the current owners of the Parcels described herein, it is agreed to terminate said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant, the Association, and any person or persons owning a Parcel to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

#### ARTICLE XIII.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

#### ARTICLE XIV.

No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any Parcel not owned by Declarant, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities associated with soil testing, construction of building foundations or master drainage control.

Any grading or other land use which creates erosion runoff into streams, wetlands or other Lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity as defined in Article IV of these covenants.

#### ARTICLE XV.

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other Parcels, streets and areas in the Development outside the Parcel on which such items are located. Each Parcel owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each Parcel and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes,

brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any Parcel in such a manner as to be visible from any street, or other Parcel.

**ARTICLE XVI.**

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Parcel unless it is an integral and harmonious part of the architectural design of a structure.

**ARTICLE XVII.**

No commercial cutting of timber shall be permitted on any Parcel. However, the clearing of home sites or pastures is permitted provided that no more than thirty-five percent (35%) of trees that measure eight (8) inches or greater in diameter at the base of the trunk of the tree on any Parcel may be cleared without the prior approval of the Architectural Control Committee. The removal of any dead or leaning trees is not prohibited in any circumstance. Cutting of smaller trees/bush hogging is permitted and will not be considered part of the thirty-five percent (35%) allowed clearing so long as trees that are cut are less than eight (8) inches in diameter at the base of the trunk of the tree. Existing open land or pasture will not be considered part of the thirty-five percent (35%) allowed clearing. The cutting of any Live Oak trees should be avoided and any desired removal would require prior approval with the Architectural Control Committee.

**ARTICLE XVIII.**

No tract shall be used for the establishment of a hunt club and no tract shall be leased for the purpose of hunting.

**ARTICLE XIX.**

The Declarant may waive, amend or modify any of the provisions of this Declaration in its sole discretion, without the joinder of any other party, until the last Parcel has been sold. This Declaration may also be amended at any time by the affirmative agreement signed by Parcel owners to which at least seventy percent (70.0%) of the votes in the Association are allocated, provided, however, that no such amendment shall be effective without the approval of Declarant, for so long as Declarant owns any Parcel.

**ARTICLE XXI**

All rights of Declarant hereunder may be transferred by the Declarant hereunder to a successor Declarant purchasing one or more of the remaining Parcels owned by Declarant; however, no such successor shall become a successor Declarant hereunder unless a written instrument, signed by the Declarant hereunder, specifically transferring the rights of Declarant hereunder, is recorded in the official public records for Holmes County, Florida.

12/21/2008 10:00:00 AM Date: 06/06/08 Time: 14:07  
20/06/08 Taylor, HOLMES County B:079 P:071



IN WITNESS WHEREOF, HOLMES TIMBERLAND, LLC. has caused this instrument to be executed in its name by its Member- Manager, this the day and year first above written.

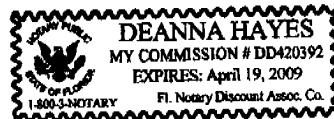
HOLMES TIMBERLAND, LLC

By: [Signature]  
Tim Ritch, Managing Member  
Itera Timberland and Development Strategies, LLC

STATE OF Florida  
COUNTY OF: Duval

I, ~~Tim Ritch~~ Deanna Hayes a Notary Public of the State and County aforesaid, certify that Tim Ritch personally appeared before me this day and acknowledged that he is an agent for HOLMES TIMBERLAND, LLC, a Florida limited liability company and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the 04 day of October, 2005.  
[Signature] My commission Expires: 4/19/09  
Notary Public



Inst:0000106001 Date:10/06/2005 Time:14:07  
DC,Cody Taylor,HOLMES County E:879 P:671

EXHIBIT A

PARCEL #10

East Half of Southeast Quarter and Southwest Quarter of Southeast Quarter, Section 30, Township 6 North, Range 15 West, containing 120 acres, more or less.

PARCEL #11

East Half of Northeast Quarter; Southwest Quarter of Northeast Quarter; Southwest Quarter; and West Half of Southeast Quarter, all lying and being in Section 29, Township 6 North, Range 15 West, containing 360 acres, more or less.

PARCEL #12

East Half; East Half of Southwest Quarter of Northwest Quarter; East Half of Northwest Quarter; Southwest Quarter; LESS North Half of Northwest Quarter of Northwest Quarter of Southwest Quarter; All that part of Northwest Quarter of Northwest Quarter lying East of Highway 177-A; Less 2.195 acres as recorded in OR Book 18 page 333; LESS 10.12 acres of Southwest Quarter lying West of Highway 177-A. All said lands lying and being in Section 31, Township 6 North, Range 15 West, Holmes County, Florida, containing 579.88 acres, more or less.

PARCEL #13

West Half of East Half AND West Half of Section 32, Township 6 North, Range 15 West, Holmes County, Florida, containing 480.0 acres, more or less.

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By:Cody Taylor,HOLMES County B:339 P:873