

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
OAK MEADOW PLANTATION, UNIT ONE, & FOREST PLANTATION, UNIT ONE

WHEREAS, RICHARD C. COLE and DANIEL CRAPPS, as Trustees under the provisions of a certain unrecorded trust dated January 15, 1996, sometimes referred to as "Plantations Land Trust", and JOHN RUSSELL NORTH, as Trustee under the provisions of a certain unrecorded trust dated January 25, 1996, sometimes referred to as "Forest Plantation Land Trust", (herein "Developers"), and BARNETT BANK, N.A., formerly BARNETT BANK OF NORTH CENTRAL FLORIDA (herein "Mortgagee"), are the owners and mortgagee, respectively, of OAK MEADOW PLANTATION, UNIT ONE, a subdivision according to plat thereof recorded in Plat Book 6 Page 164 & 165, and FOREST PLANTATION, UNIT ONE, a subdivision according to plat thereof recorded in Plat Book 6, Page 166 & 167, public records of Columbia County, Florida, except Lot 10, OAK MEADOW PLANTATION, UNIT ONE, and RONALD E. STOTLER, unmarried, is the owner and CNB NATIONAL BANK is the Mortgagee of said Lot 10, OAK MEADOW PLANTATION, UNIT ONE, and for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, hereby declare that all of the real property described above and each part thereof, except Lot 1, FOREST PLANTATION, UNIT ONE, shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

A. "Developers" mean Richard C. Cole and Daniel Crapps, as Trustees of the Plantations Land Trust under a certain Trust Agreement dated January 15, 1996, and John Russell North, as Trustee under the provisions of a certain unrecorded trust dated January 25, 1996, sometimes referred to as "Forest Plantation Land Trust", and their successors and assigns.

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OFFICIAL RECORDS

B. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of any common areas.

C. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

D. "Owner" shall mean the record owner, other than Developers, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

E. "Subdivision" shall mean the subdivided real property hereinbefore described.

F. "Properties" shall mean the land contained in the above entitled Subdivision and any additional parcels of land which may, from time to time, be subject to the provisions of this Declaration by a Supplemental Declaration recorded in the public records of Columbia County, Florida, or a substantially similar Declaration recorded in said public records.

G. "Dwelling" or "Residence" shall mean an individual single family home.

H. "Association" shall mean and refer to Plantations Homeowners Association, Inc., a Florida corporation not for profit.

I. "Member" shall mean every person or entity that holds membership in the Association.

ARTICLE II

ARCHITECTURAL CONTROL

1. RESIDENCE SIZE: Only dwellings containing not less than 1,750 square feet of climatized area, excluding any garage space, whether or not climatized, may be erected on any Subdivision Lot.

2. COMMITTEE APPROVAL: No building, wall, fence or other structure or improvement of any nature shall be erected, placed, altered or reconstructed on any Lot or Dwelling until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Developers, or by an Architectural Control Committee appointed by the Developers, have been approved in writing by the Developers or such Committee. Each building, wall, fence or other structural improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the properties only in accordance with the plans and specifications and plot plan so approved. Refusal to approve plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developers or Committee seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structural improvement, and any substantial change in the appearance of landscaping, shall be deemed an alteration requiring approval.

ARTICLE III

USE RESTRICTIONS

3. RESIDENTIAL USE: The subject lots shall be used solely for one single family residential Dwelling. No more than one Dwelling shall be permitted on any lot, and no Lot shall be subdivided and sold in smaller parcels, except that a lot may be divided between adjoining lot owners. No outbuildings, recreational vehicles, tents, or any temporary building of any kind shall be used as a residence temporarily or permanently on any Lot. No Lot shall be used for commercial, business, amusement, charitable or manufacturing purposes.

4. EASEMENTS: Easements for installation and maintenance of utilities and for ingress and egress thereto are reserved as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain if it will interfere with vehicular traffic or prevent the maintenance of

utilities. However, sod, ornamental shrubs and fencing may be placed on said easements, but if it is necessary for such plantings and fences to be removed for installation or repair of utilities, then such removal shall be at the Owner's expense. Fencing shall not be installed within the front road easement area. Any damage caused to pavements, driveways, drainage structures, sidewalks, or other structures, or landscaping in the installation and maintenance of such utilities by a Lot Owner shall be promptly restored and repaired by the party whose installation or maintenance caused the damage. All utilities within the Subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

5. NUISANCES: No noxious, offensive, or hazardous activities shall be maintained upon the Properties, nor shall anything be allowed thereupon which may be or become an annoyance or nuisance. Anything to the contrary herein notwithstanding, normal ground or roof rain water run-off from one portion of the Properties to another shall not be a nuisance and easements are hereby reserved over and upon all portions of the Properties for such run-off.

6. SIGNS: No sign of any kind shall be displayed to the public's view on the Properties except signs installed by the Developers or approved by Architectural Control Committee. The sole exception is that one real estate sign no larger than 18 inches by 24 inches may be placed on a Lot during the period in which said Lot is for sale.

7. PETS, LIVESTOCK AND POULTRY: 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, except pot-bellied pigs, may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they do not run loose without a leash outside of Owner's Lot, or otherwise cause an annoyance or nuisance.

8. GARBAGE DISPOSAL: No garbage, refuse, trash, rubbish, or other waste materials shall be kept or permitted on any Lot except in secured sanitary containers with locking lids. Every such container shall be shielded from view by a wall or similar enclosure, except for days when curbside trash pickup may be available.

9. DRYING AREAS: No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot.

10. REFLECTIVE MATERIALS: No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any window or door.

11. FENCING: No wire or chain link fences shall be permitted on any Lot unless it is installed inside of an approved 3-board wood or vinyl fencing and such wire or chain link fence is green in color. In lieu of a 3-board fence the green chain link fencing shall be screened from view by shrubbery on the outside of the fence. Only board fencing approved by the Developers or Architectural Control Committee shall be maintained on any Lot. All perimeter fencing shall be of 3-board wood finished in a color matching existing subdivision fencing as closely as possible. No fencing shall be placed nearer to the street than the rear of the dwelling. Solid wood fencing, such as that commonly known as "stockade" fencing may be installed around a rear patio or swimming pool area. Such fencing shall be color-compatible with existing fencing.

12. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: All trucks, commercial vehicles, campers, motor homes, boats, house trailers, boat trailers, other trailers, and hobby or recreational vehicles of every other description must either be parked or stored in a fully enclosed garage or screened from view in the rear of the lot. The only exception is during the periods of approved construction on the Lots. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services, or to

temporary parking of recreational vehicles owned by persons visiting an Owner for no more than a 14-day period.

13. WATER SYSTEM TANKS: All aboveground tanks, piping, and water treatment devices supplying irrigation water for a residence shall be located in the garage or in an approved outbuilding.

All homes must hook up to the water system and sewage system of the City of Lake City.

14. MOBILE AND MODULAR HOMES: No mobile or modular type homes shall be constructed or otherwise placed on any Lot in the Subdivision. The Developers or Architectural Control committee shall determine whether or not any proposed structure is a mobile or modular home.

15. OUTBUILDINGS: All outbuildings shall be constructed on site and in harmony with the design of the main residence structure and shall be approved by the Developers or Architectural Control Committee prior to erection. No metal buildings are allowed. Electrical service to outbuildings shall be underground.

16. PROMPT CONSTRUCTION COMPLETION: The erection of any building or repair of any building shall be completed as promptly as possible with construction progressing without any interruption of work for more than 60 days. Should the Owner leave such building in an incomplete condition for a period of more than 3 months, the Developers are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete same at their sole discretion; and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be an enforceable lien upon the land and premises involved.

17. EFFECT ON DEVELOPERS: Unless specific exceptions provide otherwise, the provisions of this Article III shall apply to the Developers, their transferees, their employees, contractors and subcontractors in developing the Properties.

18. VIOLATIONS WHEN CONSTRUCTION IN PROGRESS: In the event a building has been erected or construction thereof is substantially advanced and the same is situated on a Lot in such a

manner that the same constitutes a violation or violations of the restrictions set forth herein, the Developers hereof shall have the right at any time to release such Lot or portion thereof from the part of the provisions of these Covenants and Restrictions as are violated, provided that said Developers shall not release a violation of restrictions except as to violations to be determined by the Developers as minor. In any event, any violation in excess of 15 percent of the dimensions regarding square footage or setback will not be considered as a minor violation.

19. CARPORTS AND GARAGES: No carports shall be allowed on any Lot. Garages may be attached to the residence or detached, and, any garage structure proposed as an addition to any Dwelling shall be subject to design approval by the Developers or the Architectural Control Committee prior to commencement of construction. In addition, no garage vehicular entrances shall face the front Lot line.

20. EXTERIOR MAINTENANCE: The Owner shall maintain the structures and grounds of each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Developers or the Association may, at their option after giving Owner 10 days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in their judgment, and have dead trees, shrubs, and plants removed from such Lot and replaced, and may have any portion of the Lot re-sodded and landscaped, and all expenses therefor shall be an enforceable lien and charged against the Lot on which the work was done and the personal obligation other than the Owner of such Lot. No bids need be obtained for such work and the Developers shall designate any contractors for such work in their sole discretion.

21. TOWERS AND ANTENNAS: No towers, antennas or other TV reception structures, except satellite dishes not more than 19 inches in diameter, may be placed on any Lot unless prior written approval is obtained from the Developers or the Architectural Control Committee.

22. SATELLITE DISH ANTENNAS: All satellite receiving antennas, commonly known as "dishes", shall be located in the rear yard only, shall be not more than 12 feet in diameter, and shall be either dark brown, dark green, or black in color. If such equipment is to be located on a corner lot, it shall be located to the rear of the residence and attractively screened from view in a manner subject to the approval of the Developers or Architectural Control Committee. Only ground level satellite dish installations are allowed.

23. MAIL AND NEWSPAPER BOXES. All mail shall be delivered to cluster boxes provided by the Developer. No receptacles for mail or newspaper delivery shall be allowed on any lot unless approved by the Developer or Association for handicapped residents.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

24. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporation officer shall be designated to cast the vote on behalf of the partnership or corporation.

25. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Developers and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Developers who shall be entitled to exercise three (3) votes for each lot owned or proposed for inclusion in either subdivision. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership is equal to twice the total votes outstanding in Class B membership.

ARTICLE V.

ASSESSMENTS

26. Liens and Personal Obligations of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

27. Annual Assessments: Annual Assessments shall be paid by each lot owner to the Association. The assessment for the year 1997 shall be \$100.00 for each lot. For the year 1998 and each subsequent the annual assessment may be increased by a vote of the Board of Directors of the Association; however, no increase shall exceed 10% in excess of the past year's assessment without the consent of a majority of the owners.

28. Special Assessments: In addition to the Annual Assessments, the Association may have a special Assessment in any year for the purpose of defraying in whole or in part the cost of maintenance or repairs of the Entrance Sign and the Common Areas in the subdivision. Any such assessment shall be approved by a majority vote of the membership of the Association. Special Assessments shall be determined, like Annual Assessments, on a per lot basis.

29. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

30. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall

extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

31. Right of Developers: Notwithstanding anything contained herein to the contrary, Developers shall be exempt from the payment of assessments against lots owned by Developers and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Developers upon which have been constructed a dwelling unit; and provided, further, that Developer's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Developer's written waiver of this exemption, whichever shall be first. Developers covenant and agree that so long as this exemption is in effect, Developers shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Developers; provided, however, that in no event shall Developers be liable for payment of an amount in excess of the amount Developers would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE VI

GENERAL PROVISIONS

32. DURATION: The Covenants and Restrictions of this Declaration shall run with the land comprising the above entitled Subdivision, and shall inure to the benefit of and be enforceable by the Developers or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years each unless otherwise agreed to in writing by the then Owners of at least two-thirds of the Lots, which agreement shall be recorded among the public records of Columbia County, Florida.

33. NOTICE: Any notice required to be sent to any Owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot, or to the last known address, if not the Lot, of the person who appears on the Developers' records as Owner at the time of such mailing.

34. ENFORCEMENT: Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by these Covenants; and failure by the Developers, or any 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. The prevailing party shall recover his reasonable attorney's fees and costs from the non-prevailing party in any action to enforce these Covenants and Restrictions, or foreclosure any lien arising hereunder.

35. ADDITIONS AND AMENDMENTS: Developers reserve 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 Developers 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 executed by:

- (1) Developers, for so long as they hold title to any Lot affected by this Declaration; or alternatively;
- (2) by Owners holding not less than two-thirds of the total Lots, provided that so long as the Developers are the Owners of or hold an interest in any portion of the Properties affected by this Declaration, the Developers' written consent must be obtained;
- (3) No Lot Owner may impose any additional covenants or restrictions on the Properties without the written consent of Developers.

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36. SEVERABILITY: Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

37. SUBORDINATION: No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 21st day of November, 1996.

Signed, sealed and delivered
in the presence of:

Lisa, Hicks
(First Witness)
Lisa Hicks
Printed Name

Mary Lyons
(Second Witness)
MARY LYONS
Printed Name

[Signature] (SEAL)
RICHARD C. COLE, Trustee

[Signature] (SEAL)
DANIEL CRAPPS, Trustee

[Signature] (SEAL)
JOHN RUSSELL NORTH, Trustee

Signed, sealed and delivered
in the presence of:

BARNETT BANK, N.A.

[Signature]
GEORGIA JONES
(Print or Type Name)

By: [Signature]
EDWARD B. WOODBERY

Delores Jane Conner
DELORES JANE CONNER
(Print or Type Name)

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OFFICIAL RECORDS